TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~288.~~ 91

THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK,
PLAINTIFF IN ERROR,

vs.

ANNA M. SNYDER.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

FILED OCTOBER 6, 1875.

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1 In the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit.

ANNA M. SNYDER, A CITIZEN OF PENNSYLVANIA,
vs.
THE MUTUAL LIFE-INSURANCE COMPANY OF NEW York, a corporation created and established by the laws of the State of New York. } No. 31. October sessions, 1873.

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, ss:

Pleas and proceedings before the honorable the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, of October sessions, 1873. No. 31.

It is thus contained:

Be it remembered that on the first day of November, in the year of our Lord one thousand eight hundred and seventy-three, Anna M. Snyder, by her attorneys, Edward J. Fox, esquire, and Henry Green, esquire, comes into court here and sues forth therefrom a writ of summons against The Mutual Life-Insurance Company of New York, which, with the endorsement and return thereto, is in the words and figures following, to wit:

2 UNITED STATES,
Eastern District of Pennsylvania, set:

[SEAL. C. C. U. S.] The President of the United States to the marshal of the eastern district of Pennsylvania, greeting:

We command you that you summon The Mutual Life-Insurance Company of New York, a corporation created and established by the laws of the State of New York, late of your district, if it may be found therein, so that it be and appear before the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, of the third circuit, at a session of the same court to be holden at Philadelphia on the first Monday of December next, to answer to Anna M. Snyder, a citizen of Pennsylvania, in a plea of trespass on the case, and have you then there this writ.

Witness the honorable Nathan Clifford, associate justice of the Supreme Court of the United States, at Philadelphia, this first day of November, A. D. 1873, and in the ninety-eighth year of the Independence of the United States.

W. GRIER HIBLER,
Pro. Clerk of Circuit Court U. S.

(Indorsed:) No. 31. Circuit court, October session, 1873. Anna M. Snyder, a citizen of Pennsylvania, v. The Mutual Life-Insurance Company of New York. Summons. Case. F. W. Vanuxem, agent. Returnable on the first Monday of December next. Edward J. Fox, Henry Green, attorney' for plaintiff. Filed December 1, 1873. 317. $2.40.

I certify that on the 3rd day of November, 1873, at Philadelphia, in my district, I served the within writ on F. Vanuxem, agent of the within-

named The Mutual Life-Insurance Company of New York, by reading the same in his hearing and leaving a true and attested copy thereof with him.

So answers—

JAMES N. KERNS,
U. S. Marshall.
Pr. J. A. GREGORY,
Deputy.

3 And thereupon, afterwards, to wit, on the tenth day of December, A. D. 1873, the plaintiff, by her attorneys, comes into court here and files copy of instruments on which plaintiff's claim is founded; which, being read, is as follows, to wit:

In the circuit court of the United States, eastern district of Pennsylvania.

ANNA M. SNYDER, A CITIZEN OF PENNSYLVANIA,
vs.
THE MUTUAL LIFE-INSURANCE COMPANY OF NEW York, a corporation created and established by the laws of the State of New York.
} No. 31. October sessions, 1873.

The above-stated action is brought upon a policy of insurance upon the life of Monroe Snyder, who died on the twenty-first day of February, anno Domini eighteen hundred and seventy-three, a true copy of which said policy is hereunto annexed.

EDWARD J. FOX,
HENRY GREEN,
Attys. for Plaintiff.

4

Quarter-annual premiums. $143,90. No. 137667.] Age, 53 years. [Amount, $10,000.

THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK,

In consideration of the representations made to them in the application for this policy, and of the sum of one hundred and forty-three dollars and ninety cents, to them duly paid by Anna M. Snyder, wife of Monroe Snyder, and of the ¼-annual payment of a like amount on or before the thirteenth day of January, April, July, and October in every year during the continuance of this policy, do insure the life of the said Monroe Snyder, of Bethle'm, in the county of Northampton, State of Pennsylvania, for the sole use of his said wife, in the amount of ten thousand dollars, for the term of his natural life.

And the said company do hereby promise and agree to pay the amount of the said insurance, at their office in the city of New York, to the said assured, for her sole use, if living, in conformity with the statute, and if not living, to her children, or their guardian, for their use, in sixty days after due notice and proof of the death of the person
5 whose life is hereby insured, the balance of the year's premium, if any, being first deducted therefrom.

This policy is issued, and accepted by the assured, upon the following express conditions and agreements:

1st. If the said person whose life is hereby insured shall pass or remain beyond the settled limits or the protection of the Government of the United States, (excepting into the settled limits of the British Provinces;) or north of the 50th degree of north latitude; or between the 1st of July and the 1st of November, south of the parallels of 36° 30′

of north latitude, (except between the parallels of 36° 30′ and 32° of north latitude, east of the Tennessee River and the westerly line of the State of Alabama, and not less than one hundred miles west of the Atlantic coast of the United States;) or shall enter upon a voyage, upon the high seas; or shall be personally engaged in blasting, mining, submarine operations, or the production of highly inflammable or explosive substances; or in working or managing a steam-engine in any capacity; or as a mariner, engineer, fireman, conductor, or laborer in any
6 capacity upon service on any sea, sound, inlet, river, lake, or railroad; or enter any military or naval service whatsoever, (excepting into the militia when not in actual service,) without the consent of this company, in each or either of the foregoing cases, previously given in writing; or if he shall die by his own act or hand whether sane or insane, or in or in consequence of a duel, or of the violation of the laws of any nation, State, or province, or if he shall aid and abet any insurrection against the United States; or perform any labor or service, civil or military, in aid of such insurrection; or, if any of the statements or declarations made in the application for this policy, upon the faith of which this policy is issued, shall be found in any respect untrue, then and in every such case this policy shall be null and void.

2nd. This company does not assume the risk of death from hostile Indians.

3rd. If the said premiums shall not be paid on or before the days above mentioned for the payment thereof, at the office of the company in the city of New York, (unless otherwise expressly agreed in
7 writing,) or to agents when they produce receipts signed by the president, or secretary, then, in every such case, the said company shall not be liable for the payment of the sum assured, or any part thereof, and this policy shall cease and determine.

4th. In every case when this policy shall cease and determine, or be null and void, all payments thereon shall be forfeited to this company, except that in case of the death of the insured by his own act or hand, the company will return the premiums paid.

In witness whereof the said The Mutual Life-Insurance Company of New York have, by their president and secretary, signed and delivered this contract this thirteenth day of January, one thousand eight hundred and seventy-three.

RICHARD W. McCURDY,
Vice-President.

JNO. M. STUART,
Secretary.

(Endorsed as follows:) No. 31. October sess., 1873. Anna M. Snyder, a citizen of Penna. vs. The Mutual Life-Insurance Company of New York. Copy of instrument on which plaintiff's claim is founded. Fox, Green, for plff. Filed Decr. 10, 1873.

8 And thereupon, afterwards, to wit, on the tenth day of December, A. D. 1873, the plaintiff, by her attorneys, Edward J. Fox, esq., and Henry Green, esq., comes into court here and files her declaration, which, being read, is as follows, to wit:

In the circuit court of the United States, of October sessions, 1873.
No. 31.

EASTERN DISTRICT OF PENNSYLVANIA, *ss:*

The Mutual Life-Insurance Company of New York, a corporation created and established by the laws of the State of New York, was

summoned to answer Anna M. Snyder, a citizen of Pennsylvania, of a plea of trespass on the case, &c.

And thereupon the said plaintiff, by Edward J. Fox and Henry Green, her attorneys, complains, for that whereas the said defendant heretofore, to wit, at the district aforesaid, caused to be made a certain writing or policy of assurance, purporting thereby, and containing therein, that in consideration of the sum of one hundred and forty-three dollars and ninety-cents, then paid by the said plaintiff to the said defendant,
9 the receipt of which was acknowledged by the said defendant in and by the said policy, and of the further payment of a like amount in quarter-annual payments on or before the thirteenth day of January, April, July, and October, in every year during the continuance of the said policy by the said Anna M. Snyder, the wife of Monroe Snyder, the said defendant would, and did, insure the life of the said Monroe Snyder, of Bethlehem, in the county of Northampton and State of Pennsylvania, for the sole use of the said plaintiff, in the sum of ten thousand dollars, for the term of his natural life, upon the terms and conditions in the said policy expressed and contained.

And thereupon, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, in consideration that the said plaintiff, at the special instance and request of the said defendant, had then and there paid to the said defendant the sum one hundred and forty-three dollars and ninety cents as a premium and reward for the insurance of ten thousand dollars upon the life of the said Monroe Snyder, and had then
10 and there undertaken and faithfully promised the said defendant to perform and fulfil all things in the said writing or policy of assurance contained, either on the part of the said plaintiff or of the said Monroe Snyder, to be performed and fulfilled, the said defendant undertook and then and there faithfully promised the said plaintiff that the said defendant would insure the life of the said Monroe Snyder in the amount of ten thousand dollars, upon the following terms and conditions, to wit, that if the said Monroe Snyder should pass or remain beyond the settled limits or the protection of the Government of the United States (excepting into the settled limits of the British Provinces;) or north of the 50th degree of north latitude; or, between the first of July and the first of November, south of the parallel of 36 degrees thirty minutes of north latitude, (except between the parallels of 36° 30′ and 32° of north latitude, east of Tennessee River and the westerly line of the State of Alabama, and not less than one hundred miles west of the Atlantic coast of the United States;) or should enter upon a voyage upon the high seas; or should be personally engaged in blasting, mining, submarine operations, or the production of highly inflammable or explosive substances; or in working or managing a steam-engine in any
11 capacity; or as a mariner, engineer, fireman, conductor, or laborer in any capacity, upon service on any sea, sound, inlet, river, lake, or railroad, or enter any military or naval service, whatsoever, (excepting into the militia when not in actual service,) without the consent of the defendant, in each or either of the foregoing cases previously given in writing; or if he should die by his own act or hand, whether sane or insane, or in or in consequence of a duel, or of the violation of the laws of any nation, state, or province, or if he should aid or abet any insurrection against the United States, or perform any labor or service, civil or military, in aid of such insurrection; or, if any of the statements or declarations made in the application for the aforesaid policy, upon the faith of which the said policy was issued, should be found in any respect untrue, then and in every such case the said policy should be null and

void, and upon the further stipulations that the said defendants did not assume the risk of death from hostile Indians; and that if the said premiums should not be paid on or before the days therein mentioned for the payment thereof, at the office of the said company in the city of New York, (unless otherwise expressly agreed in writing,) or to
12 agents when they produced receipts signed by the president or secretary, then and in every such case the said defendant should not be liable for the payment of the sum assured or any part thereof, and the said policy should cease and determine; and would perform and fulfil all things in the said writing or policy of assurance contained on the part and behalf of the said defendant to be performed and fulfilled, and did promise and agree to pay the amount of the said insurance at their office, in the city of New York, to the said plaintiff for her sole use, if living, in conformity with the statute, and if not living to her children, or their guardian for their use, in sixty days after due notice and proof of the death of the said Monroe Snyder, the balance of the year's premium, if any, being first deducted therefrom, and upon the further condition that in every case when the said policy should cease and determine, or become or be null and void, all payments thereon should be forfeited to the company, except that in case of the death of the insured by his own act or hand, the said defendant would return the premiums paid: and the said defendant then and there, by its vice-president, Richard W. McCurdy, and its secretary, John M. Stuart,
13 subscribed the said writing or policy of assurance.

And the said plaintiff in fact saith that at the time of making the said writing or policy of assurance, the said Monroe Snyder was in good health, and that the said plaintiff was interested in the life of the said Monroe Snyder to a large amount, to wit, to the amount of all the moneys by her ever insured or caused to be insured thereon, to wit, at the county aforesaid.

And the said plaintiff in part further saith, that after the making of the said policy of assurance, to wit, on the twenty-first day of February, in the year of our Lord eighteen hundred and seventy-three, the said Monroe Snyder, at the county aforesaid, died and deceased out of his natural life, by other ways and means than by his own act or hand, or in or in consequence of a duel, or of the violation of the laws of any nation, state, or province, or by the act of hostile Indians; and without having violated any of the conditions, stipulations, or provisions in the said policy of insurance contained, of all which said several premises the said defendant, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, had notice, and was then and there requested by the said plaintiff to pay her the said sum of ten
14 thousand dollars, so by the said defendant to the said plaintiff assured as aforesaid, and which said sum of ten thousand dollars the said defendant ought then and there to have paid the said plaintiff, according to the form and effect of the promise and undertaking of the said defendant so made as aforesaid.

15 And whereas, also, the said defendant, on the first day of May, one thousand eight hundred and seventy-three, at the county aforesaid, was indebted to the said plaintiff in the further sum of ten thousand dollars, lawful money of the United States of America, for so much money by the said plaintiff before that time lent and advanced to the said defendant, at their special instance and request, and, being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the county aforesaid, undertook and faithfully promised the said plaintiff to pay her the said

sum of money when the said defendant should be thereunto afterwards requested.

16 And whereas, also, the said defendant, on the first day of May, one thousand eight hundred and seventy-three, at the county aforesaid, was indebted to the said plaintiff in the further sum of ten thousand dollars, lawful money of the United States of America, for so much money by the said defendant before that time had and received, to and for the use of the said plaintiff.

And being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the county aforesaid, undertook and faithfully promised the said plaintiff to pay her the said sum of money when the said defendant should be thereunto afterwards requested.

17 Nevertheless, the said defendant, not regarding their said several promises and undertakings, but contriving and fraudulently intending craftily and subtly to deceive and defraud the said plaintiff in this behalf, have not as yet paid the said several sums of money or any or either of them, or any part thereof, to the said plaintiff, (although often requested so to do;) but the said defendant to pay her the same have hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of the said plaintiff twenty thousand dollars, and therefore she brings suit, &c.

JOHN DOE,
RICHARD ROE,
Pledges, &c.

EDWARD J. FOX,
HENRY GREEN,
Attys. for Plaintiff.

(Endorsed:) No. 31. October sess., 1873. Anna M. Snyder, a citizen of Penna., vs. The Mutual Life-Insurance Company of New York. Narr.

DEC. 10, 1873.—Enter rule to plead in two weeks on judgment, sec. reg.

EDWARD J. FOX,
Atty. for Plff.

Filed Decr. 10, 1873.

18 And thereupon afterwards, to wit, on the nineteenth day of December, A. D. 1873, the defendants, by their attorney, William A. Porter, esquire, come into court here and file their affidavit of defence, which, being read, is as follows, to wit:

Circuit court of the United States, eastern district of Pennsylvnia.

ANNA M. SNYDER, A CITIZEN OF PENNSYLVANIA,
vs.
THE MUTUAL LIFE-INSURANCE COMPANY OF NEW York, a corporation created and established by the laws of the State of New York.
} No. 31. October sessions, 1873.

Frederick W. Vanuxem, being duly sworn according to law, says that he is one of the general agents of the defendants, and resides in Philadelphia; that the writ issued in the above-mentioned case was served upon him as such agent, and so returned by the marshal; that on behalf of the company he has conferred with, and been advised by, its

legal counsel resident in the said city; that he has examined the copy of the policy of insurance, with the statement of plaintiff's counsel thereon, filed in the said case; that he is advised by thede fendant's coun-
19 sel that it is not a copy of such an instrument of writing as would entitle the plaintiff to a judgement of the court for the want of an affidavit of defence; that it does not appear from the copy of the instrument filed that Monroe Snyder, who is mentioned therein, is dead; that the statement of his death signed by the plaintiff's counsel is insufficient, inasmuch as such a fact is not necessarily within the knowledge of counsel, or within their province to make; that it does not appear by the copy of the instrument filed that, up to the period of the said Monroe Snyder's supposed death, the premium mentioned in the said policy was paid, and such a payment appears therein to have been a condition-precedent to the insurance of his life and to the continuance of the said insurance; that it does not appear from the copy filed that due notice, or any notice whatever, was given to the company of the supposed death of the said Monroe Snyder; that it does not appear from the copy filed that any proof of the supposed death of the said Monroe Snyder was given to the company; and that no suit
20 could be brought on the said policy until the expiration of sixty days after due notice and proof of his death had been given to the said company.

The affiant further states that he is informed, advised, and believes that the defendant has a just and legal defence to the whole of the plaintiff's claim in the said action, and expects to prove the same before the court and jury on the trial of the said case.

F. W. VANUXEM.

Sworn and subscribed before me this nineteenth day of December, A. D. 1873.

[SEAL.] W. GRIER HIBLER,
U. S. Commissioner.

(Endorsed as follows:) 31. October session, 1873. Anna M. Snydef vs. The Mutual Life-Insurance Company of New York. Affidavit or defence. Filed 19th December, 1873.

21 And afterwards, to wit, on the 20th day of December, A. D. 1873. the defendants, by their attorney, Wm. A. Porter, esq., file their plea, as follows, to wit:

Circuit court of the United States, eastern district of Pennsylvania

ANNA M. SNYDER, A CITIZEN OF PENNSYLVANIA,
vs.
THE MUTUAL LIFE INSURANCE COMPANY OF NEW York.
} No. 31. October sessions, 1873.

The defendant pleads non assumpsit.

WM. A. PORTER,
For Defendant.

DEC'R 20TH, 1873.

(Endorsed:) 31. October sessions, 1873. Anna M. Snyder vs. The Mutual Life-Insurance Co. of New York. Plea. Filed 20th December, 1873.

22 And afterwards, to wit, on the 22d day of April, A. D. 1874, the

parties aforesaid, by their attorneys aforesaid, come into court here, and leave of said court being first had and obtained, the plaintiffs file an amended declaration in No. 31 of October session, 1873. And also, by leave of court, the defendants withdraw their plea of non assumpsit, and are allowed to file new pleas, (in each case.)

And the counsel for the respective parties agree that both cases shall be tried together.

23 And afterward, to wit, on the 22nd day of April, A. D. 1874, the plaintiff, by her attorneys, comes into court here and files amendment to declaration, which, being read, is as follows, to wit.

In the circuit court of the United States for the eastern district.

ANNA M. SNYDER
vs.
THE MUTUAL LIFE-INSURANCE COMPANY of New York. } 31. Oct. sess. 1873.

And now, April 21st, 1874, by leave of the court, the narr. is amended by adding on the eighth line thereof, and between the words "to wit" and the words "at the district," the following words, to wit: "on the thirteenth day of January, A. D. 1873," and by striking out the word "county," wherever the same occurs in the narr., and inserting in place thereof the word "district."

(Indorsed:) 31. Oct. sessions, 1873. Anna M. Snyder *vs.* The Mutual Life-Insurance Company of New York. Amendment to narr. Filed April 22, 1874.

24 And afterwards, to wit, on the 22nd day of April, A. D. 1874, the defendants, by their attorneys, come into court here and file new pleas, which, being read, are as follows, to wit:

In the circuit court of the United States for the eastern district of Pennsylvania.

ANNA M. SNYDER
vs.
THE MUTUAL LIFE-INSURANCE COMPANY of New York. } October sessions, 1873. No. 31.

Pleas.

(1) And for a plea in this behalf as to the said first count of the declaration, the said defendants say that the said plaintiff ought not, &c., because they say that although true it is that the said agreement in the said count mentioned was entered into between the plaintiff and these defendants in manner and form as therein mentioned, yet the defendants say that, after the said agreement was entered into between the plaintiff and defendants, the said Monroe Snyder, the insured, did die by his own act and hand, and this the said defendants are ready to
25 verify, wherefore, &c.

And the said defendants aver that they are ready and willing to return to the said plaintiff the premiums paid by him or on his behalf at the time of and since the making of the policy of insurance declared upon, according to the terms of the said policy, to wit, the sum of one hundred and forty-three and $\frac{90}{100}$ dollars, and the defendants now bring here into court the said sum of one hundred and forty-three and $\frac{90}{100}$ dollars, and tender the same to the said plaintiff upon the cancellation and return to the defendants of the policy declared upon.

(2) And for a further plea in this behalf to the said first count of the declaration, by leave of the court, &c., the said defendants say that the plaintiff ought not, &c., because they say that the said Monroe Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because they say that in the application for insurance which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in con-
26 sideration of which the said policy was issued as in the said declaration averred, and which application formed a part of said policy, in answer to question No. 17 of said application, viz, "How long since you were attended by a physician? For what diseases? Give name and residence of such physician?" the said Monroe Snyder falsely answered, "For small-pox, 30 years ago," thereby asserting and answering to the defendants that he had not been attended by a physician for thirty years prior to January tenth, 1873; whereas in truth and in fact the said Monroe Snyder, the insured, had been attended by a physician within less than ten years prior to January tenth, 1873; and this the said defendants are ready to verify, wherefore, &c.

(3.) And for a further plea in this behalf to the said first count of the declaration, by like leave of the court, &c., the said defendants say that the plaintiff ought not, &c., because, they say, that the said Monroe Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because, they say,
27 that, in the application for insurance which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in consideration of which said policy was issued, as in said declaration averred, and which application formed a part of said policy, in answer to the second part of question No. 17 thereof, viz, "Name and residence of your usual medical attendant?" the said Monroe Snyder, the insured, falsely omitted to answer the said question, thereby alleging and answering to the defendants that he then had and had had no usual medical attendant, whereby these defendants were deceived, whereas in truth and in fact the said Monroe Snyder, the insured, had had a usual medical attendant; and this they are ready to verify. Wherefore, &c.

(4.) And for a further plea in this behalf to the first count of the said declaration, by like leave of the court, &c., the said defendants say
28 that the plaintiff ought not, &c., because, they say, that the said Monroe Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because, they say, that in the application for insurance, which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in consideration of which said policy was issued, as in said declaration averred, and which application formed a part of said
29 policy, in answer to question No. 13, thereof, viz, "Have you ever had any of the following diseases: Spitting of blood, liver complaint, consumption, yellow fever, paralysis, palpitation, bronchitis, small-pox, rupture, apoplexy, insanity, scrofula, fistula, asthma, dropsy, fits, gout, palsy, bilious, venal or hepatic colic, rheumatism, and of what nature? disease of the heart, disease of the urinary organs, or of any other vital part? if so, state which, how recently, and the full particulars;" the said Monroe Snyder, the insured, falsely & fraudulently answered, "Small-pox, thirty years since; none of rest," thereby asserting and answering to the said defendants that he never had had any of the diseases named in the said question, or any disease of any other

vital part other than small-pox, whereby these defendants were deceived, whereas in truth and in fact the said Monroe Snyder, the insured, then had had a disease of a vital part other than small-pox; and this the said defendants are ready to verify. Wherefore, &c.

(5.) And for a further plea in this behalf to the first count of the declaration, by like leave of the court, &c., the said defendants say that the said plaintiff ought not, &c., because, they say, that the said
30 Monroe Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because, they say, that in the application for insurance, which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in consideration of which said policy was issued, as in said declaration averred, and which application formed a part of said
31 policy, in answer to question No. 14 A thereof, viz, "Have you ever had any serious illness, local disease, or personal injury? if so, of what nature? the said Monroe Snyder, the insured, falsely and fraudulently answered, "Small-pox thirty years ago," thereby asserting and answering to the defendants that he then had had no serious illness, local disease, or personal injury other than small-pox, whereby these defendants were deceived, whereas in truth and in fact the said Monroe Snyder, the insured, had then had a local disease or personal injury other than small-pox; and this the said defendants are ready to verify. Wherefore, &c.

(6.) And for a plea in this behalf as to the said second and third counts of the declaration, the said defendants say that the said plaintiff ought not, &c., because, they say, that the said sums of money mentioned in the said counts of the declaration and claimed to be due and owing by and from the said defendants to the said plaintiff are the moneys paid by or on behalf of the plaintiff for premiums of insurance under and upon a certain policy of insurance issued by the said defendants to the said plaintiff upon the life of Monroe Snyder mentioned in
32 the first count of the declaration, to wit, the sum of one hundred and forty-three dollars and ninety cents upon a certain policy of insurance of these defendants, dated the thirteenth day of January, 1873, and not other moneys, and these defendants aver that they are and always have been ready and willing to return to the said plaintiff the said sum of money so paid as premium as aforesaid, according to the terms of the said policy of insurance, and the said defendants now bring here into court the said sum of money so as aforesaid paid as premium, and tender the same to the said plaintiff upon the cancellation and return to the said defendants of the said aforementioned policy of insurance; and this they are ready to verify. Wherefore, &c.

33 And thereupon, afterwards, to wit, on the 22nd day of April, A. D. 1874, the plaintiff, by her attorneys, files her replications, which, being read, are as follows, to wit:

In the circuit court of the United States for the eastern district of Pennsylvania.

ANNA M. SNYDER
vs.
THE MUTUAL LIFE-INSURANCE COMPANY OF New York.
} October sessions, 1873. No. 31.

Replications.

And the said plaintiff, as to the plea of non assumpsit of the said de-

fendants by them above pleaded, and whereof they have put themselves upon the country, doth the like.

And the said plaintiff, as to the plea of the said defendants by them first above pleaded to the first count of the said declaration, saith that by reason, &c., he ought not, &c., because, he saith, that the said
34 Monroe Snyder did not die by his own act and hand, as in the said plea is alleged; and this the said plaintiff prays may be inquired of by the country.

And the said plaintiff, as to the plea of the said defendants by them secondly above pleaded to the said first count of the said declaration, saith that by reason, &c., he ought not, &c., because, he saith, that the answer made by the said Monroe Snyder to the said question No. 17 of said application, to wit, "For small-pox thirty years ago," was true in substance in fact, because the said Monroe Snyder had not been attended by any physician for any disease since he was attended for small-pox thirty years before said application; and this he prays may be inquired of by the country.

And the said plaintiff, as to the plea of the said defendants by them thirdly above pleaded to the said first count of the said declara-
35 tion, saith that by reason, &c., he ought not, &c., because, he saith, that the said defendants, at the time the said application was made and signed by the said Monroe Snyder, to wit, at the district aforesaid, waived and dispensed with any answer by the said Monroe Snyder to the second part of the question No. 17 in the said application contained, and accepted the premium paid by the said Monroe Snyder, and issued the said policy in the said first count of the said declaration mentioned, without requiring any answer to the said second part of the said question, without this, that the said Monroe Snyder falsely omitted to answer the said question, thereby alleging and answering to the said defendant that he then had and had had no usual medical attendant, and that the said Monroe Snyder, in truth and in fact, had had a usual medical attendant; and this the said plaintiff prays may be inquired of by the country.

36 And the said plaintiff, as to the said plea of the said defendants by them fourthly above pleaded to the said first count of the said declaration, saith that by reason, &c., he ought not, &c., because, he saith, that the said Monroe Snyder did truthfully and without fraud answer to the said question No. 13 in the said application contained, as follows, to wit: "Small-pox thirty years since, none of rest," and in truth and in fact the said Monroe Snyder never had a disease of a vital part other than small-pox; and this the said plaintiff prays may be inquired of by the country.

And the said plaintiff, as to the plea of the said defendants by them fifthly above pleaded to the said first count of the said declaration, saith that by reason, &c., he ought not, &c., because, he saith, that the said Monroe Snyder did not falsely and fraudulently answer the question No. 14 A in the said application contained by replying thereto as follows, to wit, "Small-pox thirty years ago," because, in truth and in fact,
37 the said Monroe Snyder had not then had any serious illness, local disease, or personal injury other than small-pox; and this he prays may be inquired of by the country.

And the said plaintiff, as the said plea of said defendants by them lastly above pleaded to the second and third counts of the said declaration, saith that by reason, &c., he should not, &c., because, he says, that the said defendants were not always ready and willing to return to the said plaintiff the said sums of money so paid as premiums as aforesaid,

according to the terms of the said policy of insurance; and this she prays may be inquired of by the country.

EDWARD J. FOX,
H. GREEN,
Attys. for Pltff.

(Endorsed:) 31 October, 1873. Anna M. Snyder *vs.* Mutual Life-Insurance Co. of New York. C. C. U. S. Replications. Filed April 22, 1874.

38 And afterwards, on the same day, to wit, the 22nd day of April, A. D. 1874, the defendants, by their attorneys, file' rejoinders, which, being read, are as follows, to wit:

SNYDER *vs.* INS. CO. } C. C. U. S. Oct., 1873. No. 31.

Rejoinder.

And the defendants, as to the 2nd, 3rd, 4th, 5th, 6th, 7th replications, in which the plaintiffs pray that the matters pleaded in the pleas numbered respectively 1st, 2nd, 3rd, 4th, 5th, and 6th, may be enquired of by the country, do the like.

PORTER,
For Defendants.

(Endorsed as follows:) 31 October, 1873 Snyder vs. Mutual L. Ins. Co. C. C. U. S. Rejoinders. Filed April 22, 1874.

39 And afterwards, to wit, on the 22nd day of April, A. D. 1874, a jury, being called, come, to wit:

1. ADAM MATZINGER,
2. WILLIAM T. DONALDSON,
3. HENRY G. HALDRICK,
4. ISAAC MCCLEUR,
5. JOSEPH W. NUMBERS,
6. ROBERT BURNS,
7. HENRY C. JOHNSON,
8. FREDERICK W. THOMAS, JR.,
9. JOHN S. CROMBERGER,
10. EDWARD E. EYRE,
11. GEORGE J. BURKHARDT,
12. JOSEPH BRELSFORD,

who are respectively sworn and affirmed to try the issues joined, &c.

And afterwards, to wit, on the seventh day of May, A. D. 1874, the jurors aforesaid, on their oaths and affirmations aforesaid, respectively, do say that in the issues joined they find for the plaintiff, and assess the damages at ten thousand six hundred dollars with costs.

And thereupon, forasmuch as the court now here is not as yet advised about giving judgment of and upon the premises, day is therefore
40 given to the said parties to be before the court in four days, to wit, on the eleventh day of May, in the year aforesaid, for hearing judgment of and upon the premises, because the said court here is not yet advised thereupon.

At which day, to wit, the eleventh day of May, A. D. 1874, before the judges of said court, comes the said Anna M. Snyder, by her attorneys aforesaid; whereupon the premises being seen and fully understood by

the court here, and mature deliberation being had thereon, it is considered that the said Anna M. Snyder do recover from the said The Mutual Life Insurance Company of New York her damages aforesaid found by the said jurors in form aforesaid, to wit, ten thousand six hundred dollars; and also adjudged to the said Anna M. Snyder by the court here, at her request, for her said costs and charges, which said damages in the whole amount to the sum of

41 And the said plaintiff in mercy, &c.

Citation sur writ of error.

The United States of America to Anna M. Snyder, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, wherein the Mutual Life-Insurance Company of New York, a corporation created by and established under the laws of the State of New York, is plaintiff in error and you are defendant in error, to show cause, if any there be, why judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness my hand this sixteenth day of May, in the year of our Lord one thousand eight hundred and seventy-four.

W. STRONG, *J.*

We accept service of this writ. May 26, 1874.

EDWARD J. FOX,
HENRY GREEN,
Attys. for Anna M. Snyder, Easton, Penna.

42 *Bond sur writ of error.*

Approved & filed as follows:

Know all men by these presents that we, Frederick S. Winston, residing at No. 18 West Thirty-first street, in the city of New York and State of New York, F. Ratchford Starr, residing at 1726 Spruce street, Philadelphia, and Frederick W. Vanuxem, residing at Chesnut Hill, Montgomery, State of Pennsylvania, are held and firmly bound unto Anna M. Snyder, a citizen of the State of Pennsylvania, in the full and just sum of twenty-two thousand dollars, to be paid to the said Anna M. Snyder, her certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals and dated this eleventh day of May, in the year of our Lord one thousand eight hundred and seventy-four.

Whereas lately, at a circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, in a suit

43 depending in said court between the said Anna M. Snyder, plaintiff, and The Mutual Life-Insurance Company of New York, defendant, judgment was rendered against the said The Mutual Life-Insurance Company of New York, and the said defendant having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Anna M. Snyder, citing and admonishing to be and

appear at a Supreme Court of the United States to be holden at the city of Washington, D. C., the second Monday of October next:

Now, the condition of the above obligation is such that if the said The Mutual Life-Insurance Company of New York shall prosecute their writ of error to effect, and answer all damages and costs if they fail to make good their plea, then the above obligation to be void; else to remain in full force and virtue.

F. S. WINSTON, *Prest.* [SEAL.]
FRED'K S. WINSTON. [SEAL.]
F. RATCHFORD STARR. [SEAL.]
FREDERICK W. VANUXEM. [SEAL.]

Attest:

JNO. M. STUART,
Sec'y.

{ SEAL OF MUTUAL LIFE-INS. CO. OF NEW YORK. }

Sealed and delivered in presence of—
SAMUEL BELL.
W. GRIER HIBLER.

44 STATE OF NEW YORK,
City and County of New York, ss:

On the thirteenth day of May, eighteen hundred and seventy-four, before me came Frederick S. Winston, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of New York, and is the president of the Mutual Life-Insurance Company, who are described in and who executed the foregoing instrument; that the seal thereto affixed is the corporate seal of the said company, and was so affixed by their authority.

[SEAL.] WILLIAM G. DAVIS,
Notary Public.

STATE OF NEW YORK,
City and County of New York, ss:

On this thirteenth day of May, eighteen hundred and seventy-four, before me came Frederick S. Winston, to me personally known to be one of the individuals described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

[SEAL.] WILLIAM G. DAVIS,
Notary Public.

(Endorsed:) Bond & sureties approved.

W. STRONG,
Justice Supr. Ct. U. S.

45 And afterwards, to wit, on the second day of September, A. D. 1874, the defendants, by their attorneys, file the following bill of exceptions, to wit:

BILL OF EXCEPTIONS.

Be it remembered that in October sessions, (No. 31,) A. D. 1873, came Anna M. Snyder into the circuit court of the United States for the eastern district of Pennsylvania, and impleaded the Mutual Life-Insurance Company of New York, in a certain plea of trespass on the case, &c., in which the said plaintiff declared, as follows:

Narr.

In the circuit court of the United, of October sessions, 1873. No. 31.

EASTERN DISTRICT OF PENNSYLVANIA, *ss:*

The Mutual Life-Insurance Company of New York, a corporation created and established by the laws of the State of New York, was summoned to answer Anna M. Snyder, a citizen of Pennsylvania, of a plea of trespass on the case, &c.

And thereupon the said plaintiff, by Edward J. Fox and Henry
46 Green, her attorneys, complains for that whereas the said defendant heretofore, to wit, at the district aforesaid, caused to be made a certain writing or policy of assurance, purporting thereby and containing therein that, in consideration of the sum of one hundred and forty-three dollars and ninety cents there paid by the said plaintiff to the said defendant, the receipt of which was acknowledged by the said defendant in and by the said policy, and of the further payment of a like amount in quarter-annual payments on or before the thirteenth day of January, April, July, and October, in every year during the continuance of the said policy by the said Anna M. Snyder, the wife of Monroe Snyder, the said defendant would and did insure the life of the said Monroe Snyder, of Bethlehem, in the county of Northampton, and State of Pennsylvania, for the sole use of the said plaintiff, in the sum of ten thousand dollars, for the term of his natural life, upon the terms and conditions in the said policy expressed and contained.

47 And thereupon, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, in consideration that the said plaintiff, at the special instance and request of the said defendant, had then and there paid to the said defendant the sum of one hundred and forty-three dollars and ninety cents as a premium and reward for the insurance of ten thousand dollars upon the life of the said Monroe Snyder, and had then and there undertaken and faithfully promised the said defendant to perform and fulfill all things in the said writing or policy of assurance contained, either on the part of the said plaintiff or of the said Monroe Snyder, to be performed and fulfilled, the said defendant undertook, and then and there faithfully promised the said plaintiff, that the said defendant would insure the life of the said Monroe Snyder in the amount of ten thousand dollars, upon the following terms and conditions, to wit: That if the said Monroe Snyder should pass or remain beyond the settled limits or the protection of the Government of
48 the United States, (excepting into the settled limits of the British provinces,) or north of the 50th degree of north latitude; or, between the first of July and the first of November, south of the parallel of 36 degrees thirty minutes of north latitude, (except between the parallels of 36° 30′ and 32° of north latitude, east of the Tennessee River and the westerly line of the State of Alabama, and not less than one hundred miles west of the Atlantic coast of the United States;) or should enter upon a voyage upon the high seas; or should be personally engaged in blasting, mining, submarine operations, or the production of highly inflammable or explosive substances; or in working or managing a steam-engine in any capacity; or as a mariner, engineer, fireman, conductor, or laborer, in any capacity, upon service on any sea, sound, inlet, river, lake, or railroad; or enter any military or naval service whatsoever (excepting into the militia when not in actual
49 service) without the consent of the defendant in each or either

of the foregoing cases previously given in writing; or if he should die by his own act or hand, whether sane or insane, or in or in consequence of a duel, or of the violation of the laws of any nation, state, or province; of if he should aid or abet any insurrection against the United States, or perform any labor or service, civil or military, in aid of such insurrection; or if any of the statements or declarations made in the application for the aforesaid policy, upon the faith of which the said policy was issued, should be found in any respect untrue, then and in every such case the said policy should be null and void; and upon the further stipulation that the said defendants did not assume the risk of death from hostile Indians, and that if the said premiums should not be paid on or before the days therein mentioned for the payment thereof, at the office of the said company in the city of New York, (unless otherwise expressly agreed in writing,) or to agents when
50 they produced receipts signed by the president or secretary, then, and in every such case, the said defendant should not be liable for the payment of the sum assured, or any part thereof, and the said policy should cease and determine; and would perform and fulfill all things in the said writing or policy of assurance contained on the part and behalf of the said defendant to be performed and fulfilled, and did promise and agree to pay the amount of the said insurance, at their office in the city of New York, to the said plaintiff, for her sole use, if living, in conformity with the statute, and, if not living, to her children or their guardian for their use, in sixty days after due notice and proof of the death of the said Monroe Snyder, the balance of the year's premiums, if any, being first deducted therefrom, and upon the further condition that in every case, when the said policy should cease and determine or become
51 or be null and void, all payments thereon should be forfeited to the company, except that in case of the death of the insured by his own act or hand the said defendant would return the premiums paid; and the said defendant then and there, by its vice-president Richard W. McCurdy, and its secretary, John M. Stuart, subscribed the said writing or policy of assurance.

And the said plaintiff in fact saith that at the time of making the said writing or policy of assurance the said Monroe Snyder was in good health, and that the said plaintiff was interested in the life of the said Monroe Snyder to a large amount, to wit, to the amount of all the moneys by her ever issued or caused to be issued thereon, to wit, at the county aforesaid. And the said plaintiff in fact further saith, that after the making of the said policy of assurance, to wit, on the twenty-first day of February, in the year of our Lord eighteen hundred and seventy-three, the said Monroe Snyder, at the county aforesaid, died and
52 deceased out of his natural life by other ways and means than by his own act or hand, or in or in consequence of a duel, or of the violation of the laws of any nation, state, or province, or by the act of hostile Indians, and without having violated any of the conditions, stipulations, or provisions in the said policy of insurance contained, of all which said several premises the said defendant afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, had notice, and was then and there requested by the said plaintiff to pay her the said sum of ten thousand dollars so by the said defendant to the said plaintiff assured as aforesaid, and which said sum of ten thousand dollars the said defendant ought then and there to have paid the said plaintiff, according to the form and effect of the premise and undertaking of the said defendant so made as aforesaid.

53 And whereas also the said defendant, on the first day of May,

one thousand eight hundred and seventy-three, at the county aforesaid, was indebted to the said plaintiff in the further sum of ten thousand dollars, lawful money of the United States of America, for so much money by the said plaintiff before that time lent and advanced to the said defendant at their special instance and request; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the county aforesaid, undertook and faithfully promised the said plaintiff to pay her the said sum of money when the said defendant should be thereunto afterwards requested.

And whereas also the said defendant, on the first day of May, one thousand eight hundred and seventy-three, at the county aforesaid, was indebted to the said plaintiff in the further sum of ten thousand dollars, lawful money of the United States of America, for so much money by the said defendant before that time had received to and for the use of the said plaintiff; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the county aforesaid, undertook and faithfully promised the said plaintiff to pay her the said sum of money when the said defendant should be thereunto afterwards requested.

54

Nevertheless, the said defendants, not regarding their said several promises and undertakings, but contriving and fraudulently intending craftily and subtly to deceive and defraud the said plaintiff in this behalf, have not as yet paid the said several sums of money, or any or either of them, or any part thereof, to the said plaintiff, (although often requested so to do,) but the said defendant to pay her the same have hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of the said plaintiff twenty thousand dollars, and therefore she brings suit, &c.

55

JOHN DOE,
RICHARD ROE,
Pledges, &c.

EDWARD J. FOX,
HENRY GREEN,
Attys. for Plaintiff.

(Endorsed as follows:) No. 31. October sess., 1873. Anna M. Snyder, a citizen of Pennsylvania, vs. The Mutual Life Insurance Company of New York. Narr.

DEC. 10, 1873.—Enter rule to plead in two weeks or judgment, sec. reg.

EDWARD J. FOX,
Atty. for Plff.

Fox, Green. Filed Dec'r 10, 1873.

56 *Amendment to narr. filed by leave of court.*

In the circuit court of the United States for the eastern district.

ANNA M. SNYDER
vs.
THE MUTUAL LIFE-INSURANCE COMPANY OF New York. } 31. Oct. sess., 1873.

And now, April 21st, 1874, by leave of the court, the narr. is amended by adding on the eighth line thereof, and between the word "to wit" and the words "at the district," the following words, to wit: "On the

thirteenth day of January, A. D. 1873," and by striking out the word "county" wherever the same occurs in the narr., and inserting in place thereof the word "district."

(Endorsed as follows:) 31. October sessions, 1873. Anna M. Snyder vs. The Mutual Life-Insurance Company, of New York. Amendment to narr. Filed April 22, 1874.

57 And the said defendant pleaded as follows:

In the circuit court of the United States for the eastern district of Pennsylvania.

ANNA M. SNYDER
vs.
THE MUTUAL LIFE-INSURANCE COMPANY OF New York. } October sessions, 1873. No. 31.

Pleas.

(1.) And for a plea in this behalf as to the said first count of the declaration, the said defendants say that the said plaintiff ought not, &c., because they say that although true it is that the said agreement in the said count mentioned was entered into between the plaintiff and these defendants in manner and form as therein mentioned, yet the defendants say that after the said agreement was entered into
58 between the plaintiff and defendants, the said Monroe Snyder, the insured, did die by his own act and hand. And this the said defendants are ready to verify. Wherefore, &c.

And the said defendants aver that they are ready and willing to return to the said plaintiff the premiums paid by him, or on his behalf, at the time of and since the making of the policy of insurance declared upon, according to the terms of the said policy, to wit, the sum of one hundred and forty-three and $\frac{90}{100}$ dollars, and the defendants now bring here into court the said sum of one hundred and forty-three and $\frac{90}{100}$ dollars, and tender the same to the said plaintiff upon the cancellation and return to the defendants of the policy declared upon.

(2.) And for a further plea in this behalf to the said first count of the declaration by leave of the court, &c., the said defendants say that the plaintiff ought not, &c., because they say that the said Monroe
59 Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because they say that in the application for insurance which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in consideration of which the said policy was issued, as in the said declaration averred, and which application formed a part of said policy, in answer to question No. 17 of said application, viz, "How long since you were attended by a physician? For what diseases? Give name and residence of such physician;" the said Monroe Snyder falsely answered, "For small-pox, 30 years ago," thereby asserting and answering to the defendants that he had not been attended by a physician for thirty years prior to January tenth, 1873, whereas in truth and in fact the said Monroe Snyder, the insured, had been attended by a physician within less than ten years prior to January tenth, 1873.
60 And this the said defendants are ready to verify. Wherefore, &c.

(3.) And for a further plea in this behalf to the said first count

of the declaration by like leave of the court, &c., the said defendants say that the plaintiff ought not, &c., because they say that the said Monroe Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because they say that in the application for insurance which the defendants here bring into court bearing date the tenth day of January, 1873, and upon the faith and in consideration of which said policy was issued as in said declaration averred, and which application formed a part of said policy, in answer to the second part of question No. 17 thereof, viz, "Name and residence of your usual medical attendant?" the said Monroe Snyder, the insured, falsely omitted to answer the said question, thereby alleging and answering to the defendants that he then had and
61 had had no usual medical attendant, whereby these defendants were deceived; whereas in truth and in fact the said Monroe Snyder, the insured, had had a usual medical attendant. And this they are ready to verify. Wherefore, &c.

(4.) And for a further plea in this behalf to the first count of the said declaration by like leave of the court, &c., the said defendants say that the plaintiff ought not, &c., because they say that the said Monroe Snyder, the insured, did violate a condition, stipulation, and provisions in said policy of insurance contained, because they say that in the application for insurance which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in consideration of which said policy was issued as in said declaration averred, and which application formed a part of said policy, in answer to
62 question No. 13 thereof, viz, "Have you ever had any of the following diseases: Spitting of blood, liver complaint, consumption, yellow fever, paralysis, palpitation, bronchitis, small-pox, rupture, apoplexy, insanity, scrofula, fistula, asthma, dropsy, fits, gout, palsy, bilious, venal, or hepatic colic, rheumatism, and of what nature? Disease of the heart, disease of the urinary organs, or of any other vital part? If so, state which, how recently, and the full particulars;" the said Monroe Snyder, the insured, falsely and fraudently answered: "Small-pox, thirty years since; none of rest;" thereby asserting and answering to the said defendants that he never had had any of the diseases named in the said question, or any disease of any other vital part other than small-pox, whereby these defendants were deceived; whereas in truth and in fact the said Monroe Snyder, the insured, then had had a disease of a vital part other than small-pox. And this the said defendants are ready to verify. Wherefore, &c.

63 (5.) And for a further plea in this behalf to the first count of the declaration by like leave of the court, &c., the said defendants say that the said plaintiff ought not, &c., because they say that the said Monroe Snyder, the insured, did violate a condition, stipulation, and provision in said policy of insurance contained, because they say that in the application for insurance which the defendants here bring into court, bearing date the tenth day of January, 1873, and upon the faith and in consideration of which said policy was issued, as in said declaration averred, and which application formed a part of said policy, in answer to question No. 14 A thereof, viz, "Have you ever had any serious illness, local disease, or personal injury; if so, of what nature?" the said Monroe Snyder, the insured, falsely and fraudulently answered, "Small-pox thirty years ago," thereby asserting and answering to the defendants, that he then had had no serious illness, local
64 disease, or personal injury, other than small-pox, whereby these defendants were deceived; whereas in truth and in fact the said

Monroe Snyder, the insured, had then had a local disease or personal injury other than small-pox, and this the said defendants are ready to verify. Wherefore, &c.

(6.) And for a plea in this behalf, as to the said second and third counts of the declaration, the said defendants say that the said plaintiff ought not, &c., because they say that the said sums of money mentioned in the said counts of the declaration, and claimed to be due and owing by and from the said defendants to the said plaintiff, are the moneys paid by or on behalf of the plaintiff for premiums of insurance under and upon a certain policy of insurance issued by the said defendants to the said plaintiff upon the life of Monroe Snyder, mentioned in the first count of the declaration, to wit, the sum of one hundred and forty-three dollars and ninety centsu, pon a certain policy of insurance of
65 these defendants, dated the thirteenth day of January, 1873, and not other moneys, and these defendants aver that they are and always have been ready and willing to return to the said plaintiff the said sum of money so paid as premium as aforesaid, according to the terms of the said policy of insurance, and the said defendants now bring here into court the said sum of money so as aforesaid paid as premium, and tender the same to the said plaintiff upon the cancellation and return to the said defendants of the said aforementioned policy of insurance, and this they are ready to verify. Wherefore, &c.

(Endorsed:) 31 October, 1873. Anna M. Snyder vs. Mutual Life-Insurance Company of New York. C. C. U. S. Pleas. Filed April 22, 1874.

66 And thereupon issue was joined between them.

And afterwards, to wit, at a session of said court, held at the city aforesaid, before the honourable John Cadwalader, one of the justices of the said court, on Wednesday, the twenty-second day of April, A. D. 1874, the aforesaid issue between the said parties came to be tried by a jury of the said district for that purpose duly impannelled, as follows:

1. Adam Matzinger.
2. William T. Donaldson.
3. Henry G. Haedrich.
4. Isaac McCleur.
5. Joseph W. Numbers.
6. Robert Burns.
7. Henry C. Johnson.
8. Frederick W. Thomas, Jr.
9. John S. Cromberger.
10. Edward E. Eyre.
11. George J. Burkhardt.
12. Joseph Brelsford.

At which day came as well the said plaintiff as the said defendant, by their respective attorneys; and the jurors of the jury aforesaid impannelled to try the said issues being also called, came, and were
67 then and there in due manner chosen and sworn, or affirmed, to try the said issue; and upon the trial the counsel of the said defendant gave in evidence the following application and the following policy of insurance, to wit:

[Copy.]

68 The particular attention of applicants is called to the installment feature, which is fully explained in the company's documents. Page 1.

Do not write in this space or above it.

Application for insurance to the Mutual Life-Insurance Company of New York, 144 & 146 Broadway, corner of Liberty street, New York City.

Particulars required from persons proposing to effect assurances on lives in this company, and which it is hereby mutually agreed do form a part of the contract with the Company.

1. Name of the person whose life is proposed to be assured. (Write the name in full.)	Occupation.	Residence.	Place of business.
Monroe Snyder.	Retired merchant.	Place ..... Bethlehem. County ..... Northampton. State ..... Pennsylvania.	Bethlehem, Pa.

☞ In giving the occupation of the person, it is not sufficient to state (for example) that he is a merchant or mechanic, but the particular branch of business, or the actual trade, must be specified. ☜

2. A. Are you now insured in this company? B. If so, what are the numbers and amounts of the policies? C. If you are not now insured, but have been heretofore, state the number of the policy.	[Yes or no.] A. Yes.	Give the number of each policy and the amount assured thereby separately. B. 132,743 ..... 10,000 134,633 10,000	C.
3. Sum to be assured? $10,000.	Dollars—Ten thousand.		3. A. Do you wish the policy made payable in one sum or in installments?
4. What kind of a policy do you desire? (A policy, premiums payable until death? or paid up in 5 or 10 years? or endowment, payable until age specified? or paid up in 10 yrs?	Life.	See rates of premium on pages 2 and 4.	One sum.
5. Do you agree to pay the premiums annually, semi-annually, or quarterly? Annually is preferable, if it can be done.	Quarterly.		

6. Give the date and place of your birth.	Year.	Month.	Day.	State or country.	3. B. If in installments, how many?
	1820.	Jan.	31.	Pennsylvania.	
7. A. What will be your age next birth-day? B. Are you married or single?	A. 53.		B. Married.		

MUTUAL LIFE-INSURANCE CO. OF N. Y. VS. SNYDER. 21

8. A. Have you ever resided out of the United States? B. If so, where, and for what period?	A. No.	B.	3. C. Do you wish such installments to be annual, semi-annual, or quarterly?
9. A. If you have ever resided south or west of the southerly line of Virginia and Kentucky, have you been acclimated? B. If so, how?	A. No.	B.	

	Alive or dead?	If alive, at what age?	State of health?	Ages at death?	Causes of death?
10. A. Is your father alive or dead?	A. Dead.	A.	A.	A.	A. Dropsy on heart.
B. Is your mother alive or dead?	B. Dead.	B.	B.	B. 65.	B. Breast fever.

	Total number?	How many are living?	What are t ages?	State of health of each?	How many are dead?	Ages at death?	Causes of death?
11. A. How many brothers have you had?	A. 1.	A.	A	A.	A. 1.	A. 45.	A. Cholera.
B. How many sisters have you had?	B. 4.	B. 3.	47. B. 54. 49.	Good. B. Good. Good.	57 B. 1.	B. 42.	B. Typhoid fever.

12. A. Has your family been subject to any hereditary disease?	A. No.
B. Have your ancestors generally reached old age?	B. Yes.

	If so, state which, how recently, and the full particulars.
13. Have you ever had any of the following diseases? Spitting of blood, liver complaint, consumption, yellow fever, paralysis, palpitation, bronchitis, small-pox, rupture, apoplexy, insanity, scrofula, pneumonia, fistula, asthma, dropsy, fits, gout, palsy, bilious, renal, or hepatic colic, rheumatism, and of what nature; disease of the heart, disease of the urinary organs, or of any other vital part.	Small-pox 30 years since. None of rest.
14. A. Have you ever had any serious illness, local disease, or personal injury? If so, of what nature?	A. Small-pox 30 years ago.
B. Have you ever been vaccinated?	B. Yes.
15. A. Are the functions of your brain, nervous and muscular systems, heart, lungs, abdominal and urinary organs in a healthy state?	A. Yes.
B. And are you, to the best of your knowledge and belief, free from any disorder, infirmity, or weakness tending to impair your constitution and shorten your life?	B. Yes.
16. A. Are your habits of life correct and temperate?	A. Yes.
B. Have they always been so?	B. Yes.

17. How long since you were attended by a physician? For what diseases? Give name and residence of such physician.	For small-pox, 30 years ago.	Name and residence of your usual medical attendant?	☞ The blank No. 4 on page 3 must be filled up and signed by him. Has known me ..... years.
		Name and residence of an intimate friend?	John C. Lentz has known me 10 years. ☞ The blank No. 3 on page 2 must be filled up and signed by him.

18. For whose benefit is the assurance to be effected? (Write all names in full.)	Relationship to life to be assured.	Residence.	Occupation.
Anna Maria Snyder.	Wife.	Place .....Bethlehem. County .....Northampton. State.....Pennsylvania.	Housewife.

19. It is hereby affirmed, declared, and warranted by Anna Maria Snyder, the applicant above named, and also by the person whose life is proposed for assurance, that the answers to all of the above questions, and to the questions propounded to the "friend" and physician of the party, on pages 2 and 3, are true and correct, and that no intentional omission, concealment, or mental reservation has been made of any material facts or circumstances relating to the past or present health, habits, or condition, or the family history of the above-named Monroe Snyder.

It is also declared that the above-named applicant ha an interest in the life of the said person whose life is proposed for insurance to the full extent of the amount of insurance above applied for.

And it is hereby expressly stipulated and agreed that the above application and this declaration shall form the basis of the contract between the above-named persons and the said the Mutual Life-Insurance Company of New York, and that if any misrepresentations or fraudulent and untrue answers have been made; or if any facts which should have been stated to the company have been suppressed therein; or if any violation of the covenants, conditions, or restrictions of the policy (should one be issued) shall occur; or any omission or neglect to pay any of the premiums on or before the days on which they shall fall due shall take place; that then, in either event, the said policy shall become and be null and void, and all moneys which shall have been paid, and also all dividends which may have accrued thereon, shall be forfeited to the said company for its sole use and benefit.

And the said person whose life is proposed for insurance further declares that he is not now afflicted with any disease or disorder; that he does not now, and that he will not, practice any pernicious habit that obviously tends to the shortening of life; and that he will not take his own life under any circumstances or condition of mind; also, that the medical referee and the friend above named are fully competent and empowered to give information as to his past and present state of health, and other matters contained in this application, which representations are true.

Dated at Allentown this 10th day of Jan'y, 1873.

Signed in the presence of— WM. L. MORE, *Witness.*

{ Signatures of the applicants or the persons for whose benefit the assurance is applied for. }

ANNA MARIA SNYDER,
By MONROE SNYDER.

{ Signature of the person whose life is proposed for assurance. }

MONROE SNYDER.

Blank No. 2]

INSTRUCTIONS AS TO SIGNATURES.

A husband may sign for his wife thus: "Mary White, by John White," if it be inconvenient to procure her own signature.

When a creditor assures the life of a debtor, both must sign.

When assurance is desired for the benefit of minor children, it should be signed e. g.: "John White as guardian (or trustee) for Anna B., Lucy M., my children," (or "children of ——.")

(Printed and written on left margin of page 1 of application:) Approved by Vanuxem, Bates and Lambert, general agent'.

The family record of the party should always (when possible) be consulted before stating the age, to avoid error. When a person wishes to be assured for his own benefit, question 1 only is to be answered; but if for the benefit of any other person or persons, question 18 must also be answered.

(Printed on right margin of page 1 of application:) NOTICE.—This company accepts cash only in payment of premiums. No policy is binding until the premium has been paid. Statements will not be recognized by the company unless the same are made in writing upon this application.

(Printed on bottom margin of page 1 of application:) The full names of all the parties must be written plainly and distinctly, especially the Christian names, which should not be abbreviated, and every question must be fully answered.

Annual and semi-annual rates of premium.

ANNUAL PREMIUMS FOR AN INSURANCE OF $1,000.

1. Life-policies, payable at death only.				2. Endowment assurance policies, payable as indicated, or at death, if prior.							3. Annual premiums for 10 years to secure an endowment assurance of $1,000, payable as follows, with full participation in the surplus of the company.						
Age.	Annual payments for life.	Annual payments for 10 years.	Annual payments for 5 years.	Age.	In 5 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	Age.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.
25	19 89	42 56	73 87	25	219 95	66 02	47 68	37 17	30 61	26 33	25	103 91	87 92	75 39	65 64	58 14	52 50
26	20 40	43 37	75 25	26	220 05	66 15	47 82	37 34	30 80	26 57	26	104 03	88 05	75 54	65 83	58 39	52 82
27	20 93	44 22	76 69	27	220 17	66 29	47 98	37 52	31 02	26 83	27	104 16	88 19	75 71	66 04	58 65	53 17
28	21 48	45 10	78 18	28	220 29	66 44	48 15	37 72	31 25	27 11	28	104 29	88 34	75 89	66 26	58 94	53 54
29	22 07	46 02	79 74	29	220 41	66 60	48 33	37 92	31 50	27 42	29	104 43	88 50	76 08	66 50	59 25	53 95
30	22 70	46 97	81 36	30	220 54	66 77	48 53	38 16	31 78	27 76	30	104 58	88 67	76 29	66 76	59 60	54 40
31	23 35	47 98	83 05	31	220 70	66 96	48 74	38 41	32 09	28 13	31	104 75	88 86	76 52	67 06	59 98	54 90
32	24 05	49 02	84 80	32	220 85	67 16	48 97	38 69	32 43	28 54	32	104 92	89 06	76 76	67 37	60 39	55 44
33	24 78	50 10	86 62	33	221 01	67 36	49 22	38 98	32 79	28 98	33	105 11	89 27	77 02	67 70	60 84	56 03
34	25 56	51 22	88 52	34	221 18	67 60	49 49	39 31	33 19	29 46	34	105 31	89 50	77 30	68 08	61 33	56 67
35	26 38	52 40	90 49	35	221 37	67 85	49 79	39 68	33 63	30 00	35	105 53	89 75	77 62	68 49	61 87	57 37
36	27 25	53 63	92 54	36	221 57	68 12	50 11	40 07	34 11	30 58	36	105 75	90 02	77 95	68 93	62 46	58 13
37	28 17	54 91	94 67	37	221 78	68 41	50 47	40 50	34 64	31 22	37	106 00	90 31	78 33	69 42	63 10	58 96
38	29 15	56 24	96 89	38	222 01	68 73	50 86	40 98	35 23	31 93	38	106 28	90 63	78 73	69 96	63 81	59 86
39	30 19	57 63	99 19	39	222 26	69 09	51 30	41 52	35 88	32 70	39	106 58	90 98	79 18	70 56	64 59	60 84
40	31 30	59 09	101 59	40	222 53	69 49	51 78	42 10	36 59	33 55	40	106 90	91 37	79 68	71 21	65 44	61 90
41	32 47	60 60	104 08	41	222 83	69 92	52 31	42 75	37 38	.....	41	107 26	91 79	80 23	71 93	66 37	.....
42	33 72	62 19	106 66	42	223 15	70 40	52 89	43 47	38 24	.....	42	107 65	92 26	80 83	72 72	67 39	.....
43	35 05	63 84	109 34	43	223 49	70 92	53 54	44 26	39 19	.....	43	108 08	92 78	81 49	73 58	68 50	.....
44	36 46	65 57	112 13	44	223 87	71 50	54 25	45 12	40 23	.....	44	108 55	93 34	82 22	74 54	69 70	.....
45	37 97	67 37	115 02	45	224 28	72 14	55 04	46 08	41 37	.....	45	109 07	93 97	83 03	75 58	71 01	.....
46	39 58	69 26	118 02	46	224 74	72 86	55 91	47 15	.....	.....	46	109 65	94 67	83 93	76 74	.....	.....
47	41 30	71 25	121 15	47	225 25	73 66	56 89	48 32	.....	.....	47	110 30	95 46	84 92	78 01	.....	.....

48	43 13	73 32	124 38	48	225 81	74 54	57 96	49 61			48	111 01	96 31	86 02	79 39		
49	45 09	75 49	127 74	49	226 43	75 51	59 15	51 04			49	111 81	97 27	87 22	80 90		
50	47 18	77 77	131 21	50	227 12	76 59	60 45	52 60			50	112 68	98 32	88 54	82 54		
51	49 40	80 14	134 80	51	227 88	77 77	61 90				51	113 64	99 48	89 99			
52	51 78	82 63	138 51	52	228 71	79 07	63 48				52	114 70	100 74	91 58			
53	54 31	85 22	142 34	53	229 61	80 51	65 22				53	115 86	102 14	93 30			
54	57 02	87 91	146 30	54	230 61	82 09	67 14				54	117 14	103 67	95 19			
55	59 91	90 79	150 38	55	231 70	83 82	69 24				55	118 54	105 34	97 24			
56	62 00	93 78	154 60	56	232 89	85 73					56	120 09	107 18				
57	66 29	96 91	158 94	57	234 19	87 84					57	121 78	109 20				
58	69 82	100 21	163 43	58	235 62	90 15					58	123 64	111 41				
59	73 60	103 68	168 07	59	237 19	92 70					59	125 70	113 83				
60	77 63	107 35	172 87	60	238 92	95 50					60	127 96	116 49				
61	81 96	111 23	177 83	61	240 81						61	130 45					
62	86 58	115 32	182 95	62	242 87						62	133 19					
63	91 54	119 66	188 26	63	245 14						63	136 20					
64	96 86	124 28	193 77	64	247 64						64	139 52					
65	102 55	129 18	199 48	65	250 37						65	143 16					

SEMI-ANNUAL PREMIUMS FOR AN INSURANCE OF $1,000.

1. Life-policies, payable at death only.				2. Endowment assurance policies, payable as indicated, or at death, if prior.							3. Semi-annual premiums for 10 years, to secure an endowment assurance of $1,000, payable as follows, with full participation in the surplus of the company.						
Age.	Semi-annual payments for life.	Semi-annual payments for 10 years.	Semi-annual payments for 5 years.	Age.	In 5 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	Age.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.
27	10 35	22 13	38 41	25	114 37	34 33	24 80	19 33	15 91	13 69	25	54 04	45 72	39 20	34 13	30 24	27 30
26	10 61	22 54	39 13	26	114 43	34 40	24 87	19 42	16 02	13 81	26	54 10	45 79	39 28	34 23	30 37	27 47
27	10 89	23 00	39 88	27	114 49	34 47	24 95	19 51	16 13	13 95	27	54 17	45 86	39 37	34 34	30 50	27 65
28	11 17	23 46	40 65	28	114 55	34 55	25 04	19 62	16 25	14 10	28	54 23	45 94	39 46	34 46	30 65	27 84
29	11 48	23 93	41 46	29	114 61	34 63	25 13	19 73	16 38	14 26	29	54 30	46 02	39 56	34 58	30 81	28 06
30	11 80	24 43	42 30	30	114 68	34 72	25 24	19 85	16 53	14 44	30	54 38	46 11	39 67	34 72	30 99	28 29
31	12 14	24 95	43 19	31	114 76	34 82	25 35	19 98	16 68	14 63	31	54 47	46 20	39 79	34 87	31 19	28 55
32	12 50	25 49	44 10	32	114 84	34 93	25 47	20 12	16 86	14 84	32	54 56	46 31	39 92	35 03	31 40	28 83
33	12 89	26 05	45 04	33	114 92	35 03	25 60	20 27	17 05	15 07	33	54 66	46 42	40 05	35 20	31 64	29 14
34	13 29	26 64	46 03	34	115 01	35 15	25 74	20 44	17 26	15 32	34	54 76	46 54	40 20	35 40	31 89	29 47
35	13 72	27 25	47 05	35	115 11	35 28	25 89	20 63	17 49	15 60	35	54 87	46 67	40 36	35 62	32 17	29 83
36	14 17	27 89	48 12	36	115 22	35 42	26 06	20 84	17 74	15 90	36	54 99	46 81	40 54	35 85	32 48	30 23
37	14 65	28 56	49 23	37	115 33	35 57	26 24	21 06	18 02	16 24	37	55 12	46 96	40 73	36 10	32 81	30 66
38	15 16	29 25	50 38	38	115 45	35 74	26 45	21 31	18 32	16 60	38	55 27	47 13	40 94	36 38	33 18	31 13
39	15 70	29 97	51 58	39	115 57	35 92	26 68	21 59	18 66	17 00	39	55 42	47 31	41 18	36 69	33 59	31 64
40	16 28	30 73	52 83	40	115 71	36 13	26 93	21 89	19 03	17 45	40	55 59	47 51	41 44	37 03	34 03	32 19
41	16 89	31 51	54 12	41	115 87	36 36	27 20	22 23	19 44	.....	41	55 78	47 73	41 72	37 40	34 52	.....
42	17 54	32 34	55 47	42	116 04	36 61	27 50	22 60	19 89	.....	42	55 98	47 98	42 03	37 82	35 05	.....
43	18 23	33 20	56 85	43	116 22	36 88	27 84	23 02	20 38	.....	43	56 20	48 25	42 38	38 26	35 62	.....
44	18 96	34 10	58 31	44	116 41	37 18	28 21	23 45	20 92	.....	44	56 45	48 54	42 76	38 76	36 25	.....
45	19 75	35 04	59 81	45	116 62	37 52	28 62	23 96	21 51	.....	45	56 72	48 87	43 18	39 30	36 93	.....
46	20 58	36 02	61 37	46	116 87	37 89	29 08	24 52	.....	.....	46	57 02	49 23	43 65	39 90	.....	.....
47	21 48	37 05	63 00	47	117 13	38 30	29 58	25 13	.....	.....	47	57 36	49 64	44 16	40 57	.....	.....
48	22 43	38 13	64 68	48	117 42	38 76	30 14	25 80	.....	.....	48	57 73	50 08	44 73	41 29	.....	.....
49	23 45	39 26	66 43	49	117 75	39 27	30 76	26 54	.....	.....	49	58 14	50 58	45 36	42 07	.....	.....

50	24 54	40 44	68 23	50	118 10	39 83	31 44	27 35			50	58 60	51 13	46 04	42 96	
51	25 69	41 68	70 10	51	118 50	40 44	32 19				51	59 10	51 73	46 80		
52	26 93	42 96	72 02	52	118 94	41 14	33 01				52	59 65	52 39	47 62		
53	28 24	44 32	74 01	53	119 40	41 87	33 92				53	60 25	53 12	48 52		
54	29 65	45 73	76 07	54	119 92	42 69	34 92				54	60 91	53 91	49 50		
55	31 16	47 21	78 20	55	120 48	43 59	36 00				55	61 64	54 78	50 57		
56	32 76	48 77	80 39	56	121 10	44 58					56	62 45	55 74			
57	34 47	50 40	82 65	57	121 78	45 68					57	63 33	56 79			
58	36 30	52 11	84 98	58	122 52	46 88					58	64 30	57 94			
59	38 27	53 91	87 40	59	123 34	48 20					59	65 37	59 19			
60	40 37	55 82	89 89	60	124 24	49 66					60	66 54	60 58			
61	42 62	57 84	92 47	61	125 22						61	67 84				
62	45 02	59 97	95 14	62	126 29						62	69 26				
63	47 60	62 23	97 90	63	127 48						63	70 83				
64	50 37	64 63	100 76	64	128 78						64	72 55				
65	53 33	67 19	103 73	65	130 20						65	74 45				

N. B.—For ages younger than 25 years, the rates of premium on all the above tables are the same as that at age 25 years.

ALTERATION OF POLICIES.—Changes in the manner of paying premiums (as from yearly to half-yearly or quarterly, or the reverse) can only be made at the end of a year, dating from the commencement of the policy; and when such a change is desired by a policy-holder, the policy must be forwarded to the office of the company for the proper and requisite indorsement.

A change of interest in a policy can only be made on the written request of the legal owner of the policy, and with the consent of the company. The dates of payment cannot be changed after a policy has been issued, and the amount assured can only be increased (if desired) by a new policy. The fiscal (or business) year of the company closes on the 31st of December. A policy issued in any year must be dated within that year. It cannot be dated prior to the commencement, or subsequent to the close, of the fiscal year of the company.

ASSIGNMENTS.—A wife cannot legally assign a policy issued under the married women's act for the benefit of herself and children.

When a policy is issued to a person on his own life, and afterwards assigned by him, written notice of such assignment must be given to the company for registration on its books. All assignments to be valid require a revenue-stamp equal to that on the policy.

EXTRA RATES.—Permits are required for travel or residence beyond the limits assigned in the policy, and for hazardous occupations, for which application must be made to the principal office. Extra rates in such cases are always charged as a percentage on the amount assured, and not on the amount of premium. An extra rate of $\frac{1}{4}$ of 1 per cent. is charged on the lives of females under the age of 48.

Receipts for premiums, to be valid, must be issued from the office and be signed by the president, vice-president, secretary, or actuary.

Blank No. 3.] THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK.

Questions, each of which is to be answered by the friend of the party applying for assurance.

1. How long have you known M. Monroe Snyder?	10 years.
2. A. Are his general habits of life temperate? B. Have they always been so?	A. Yes. B. Yes.
3. Is he accustomed to much exercise, or is he sedentary?	Active.
4. Have his parents, brothers, or sisters, to your knowledge, been afflicted with mental derangement, pulmonary complaints, or any constitutional or hereditary predisposition to disease that tends to shorten life?	No.
5. Has he been afflicted with any serious disease?	No.
6. Has he been afflicted with any mental derangement?	No.
7. Do you esteem him a healthy man, and free from any circumstance tending to shorten life?	Yes.
8. Do you believe him to be now in good sound health?	Yes.
9. A. If residing south of the southerly line of Virginia and Kentucky, has he been acclimated? B. If so, how?	A. B.
10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?	Yes.

Dated at Allentown this 10 day of Jan'y, 1873.
(Signed) JOHN E. LENTZ.

THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK.

Questions, each of which is to be answered by the physician of the person applying for assurance.

The physician is expected to give any additional information upon the application which he may possess, even though it be not embraced in the answers to the queries annexed.

1. How long have you known M ..... ?

2. A. Have you been in the habit of seeing him frequently, and giving him medical attendance, and for what diseases? A.
   B. How recently have you attended him? B.

3. Is he now in good health?

4. A. Is he sober and temperate? A.
   B. Has he always been so? B.

5. A. Has his family, or has he himself, been afflicted with pulmonary complaints, scrofula, insanity, or any constitutional or hereditary disease? A.
   B. Have his family, or has he, any such predisposition? B.

6. Has he, at any time, been afflicted with insanity, gout, rheumatism, dropsy, palsy, apoplexy, disease of the heart, aneurism, rupture, fistula, spitting of blood, affection of the lungs or other viscera, or with any organic disease?

7. A. Is his pulse soft and regular? A.
   B. What is its rate? B.
   C. Does it, to your knowledge, ever intermit or become irregular? C.

8. A. Are the functions of his brain, nervous and muscular systems, his lungs, his heart, his abdominal and urinary organs, in a healthy condition? A.
   B. Has he ever had disease of these organs? B.
   C. Has he had any serious injury or illness; if so, what effect has it had on his constitution? C.

9. Is his constitution healthy, and are his habits and circumstances such as to render him safely assurable?

Dated at ..... this .....day of ..... 187 .

Signed, ...

ADDITIONAL REMARKS.

MUTUAL LIFE-INSURANCE CO. OF N. Y. VS. SNYDER. 29

Blank No. 5.

THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK.

Questions, each of which is to be answered by the medical examiner of the company, and which the applicant presents as part of his application.

N. B.—It is understood that the medical examiner will of course put such other questions, bearing upon the case, as he may think proper, and that the whole examination will be thorough, exact, and circumstantial.

1.	A. B. C. D. Name, age, residence, and occupation of the person examined.	A. Name. Monroe Snyder.	B. Age. 53 yrs.	C. Residence. Bethlehem, Pa.	
2.	Has this person ever been postponed or declined by a medical examiner of this company?	No.		D. Occupation. Retired merchant.	
3.	State the approximate weight, A; height, B; circumference of chest under clothing, C; figure D.	A. Weight. 180 lbs.	B. Height. 5 feet. 10 inches.	C. Circumference of chest, under clothing 40½ inches. at forced expiration....39½ inches. " on full inspiration.....43 inches.	D. Figure robust, erect.
4.	A. Is the respiratory murmur clear and distinct over both lungs? B. Is the character of the respiration full, easy, and regular? C. Are there any indications of disease of the organs of respiration or their appendages?	A. Yes. B. Yes. C. No.			
5.	A. Is the character of the heart's action uniform, free, and steady? B. Are its sounds and rhythm regular and normal? C. Are there any indications of disease of this organ or of the blood-vessels?	A. Yes. B. Yes. C. No.			
6.	A. State the rate and other qualities of the party's pulse. B. Does it intermit? C. Is it irregular or unsteady?	A. Seventy-two; soft, full, & regular. B. No. C. No.		(The rate of pulse must be *written* out in full.)	
7.	Is the party subject to cough, expectoration, difficulty of breathing, or palpitation?	No.			
8.	Are the functions of the brain and nervous system in a healthy state?	Yes.			
9.	Are the functions of the abdominal and urinary organs in a healthy condition?	Yes.			
10.	Has the party any predisposition, either hereditary or acquired, to any constitutional disease, as phthisis, rheumatism, etc.?	No.			
11.	Is the party sober and temperate in his habits of life?	Yes.			
12.	Have the party's parents, brothers, or sisters been afflicted with pulmonary or other diseases hereditary in their nature?	No.			

13.	Has the party ever had any serious illness or injury? If so, state expressly— A. How long since? B. Its nature? C. Its duration? D. Whether any effect is perceptible upon the heart, lungs, kidneys, or other organs?	No.
14.	Do you consider the applicant's life to be safely insurable?	Life healthy, risk good.
15.	Do you recommend that a policy be granted?	Yes.

Dated at Allentown, Pa., this 10th day of January, 1873.

(Signed) E. G. MARTIN, *M. D.*

NOTE.—Where the medical examiner has not been regularly appointed or recognized as such, full testimonials as to character and qualifications must in every case accompany the application.

ADDITIONAL REMARKS.

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Special notice to applicants and policy-holders.

The following facts relating to contracts between this company and its policy-holders are of special importance to all concerned, namely:

1st.—Policies issued prior to June 23d, 1873, in favor of a wife, in conformity with the statute for the benefit of married women in insuring the lives of their husbands, are not assignable for any purpose. Eadie *vs.* Slimmon, 26 N. Y. Reports, (Court of Appeals,) page 1.

But wives' policies, issued subsequent to June 23d, 1873, may be surrendered to and purchased by the company, under the provisions of an act of the legislature of New York, chapter 821, passed June 23d, 1873, upon the written request of the wife, duly acknowledged before an officer authorized to take acknowledgments of deeds, in the same manner as required by law to pass her dower right in the lands of her husband. And in case the wife has no child or children, nor any issue of any child or children, she may dispose of such policy by will or by deed duly acknowledged.

2d.—This company cannot entertain any proposition on the part of the husband to change the interest in a wife's policy while said policy is in force in her favor.

3d.—The company does not agree to restore a policy after lapse for non-payment of premiums; and when, in special cases, policies are restored, satisfactory evidence of the insurable condition of the party must be given.

4th.—No policy-holder must expect to be notified when his premium will be due. It is the practice of the company to send these notices, as reminders, when the address is known, but no responsibility is assumed on the part of the company in consequence of their non-reception.

5th.—It is absolutely necessary, in making inquiries, to state the number of the policy as well as the name of the assured; much annoyance and time to both inquirer and the company will be avoided by observing this suggestion.

6th.—The fact that a policy has a large amount of additions to its credit, gives no authority to the company to apply them to the payment of premiums, without written directions from the party interested.

AN ACT to amend an act entitled "An act to amend an act entitled 'An act to amend an act entitled "An act for the benefit of married women in insuring the lives of their husbands,' passed April fourteenth, eighteen hundred and fifty-eight,' passed April eighteenth, eighteen hundred and seventy," passed June 23, 1873, three-fifths being present.

The people of the State of New York, represented in senate and assembly, do enact as follows:

§ 1. The second section of the act entitled "An act to amend an act entitled 'An act to amend an act entitled "An act for the benefit of married women in insuring the lives of their husbands," passed April fourteenth, eighteen hundred and fifty-eight,' passed April eighteenth, eighteen hundred and seventy," is hereby amended so as to read as follows:

§ 2. Any policy in favor of a married woman, or of her and her children, or assigned in her, or in her and their favor, on written request of said married woman, duly acknowledged before a commissioner of deeds, or other officer authorized to take acknowledgments of deeds in the same manner as required by law, to pass her dower right in lands of her husband, and on the written request of the policy-holder, may be surrendered to and purchased by the company issuing the same in the same manner as any other policy. And such married woman may, in case she have no child or children born of her body, or any issue of any child or children born of her body, dispose of such policy in and by a last will and testament, or any instrument in the nature of a last will and testament, or by deed duly executed and acknowledged before an officer authorized to take acknowledgments of deeds in the same manner as required by law to pass her dower right in lands of her husband's, which disposition lawfully made shall invest the person or persons to whom such policy shall have been so bequeathed, or granted and conveyed, with the same rights in respect thereto as such married woman would have had in case she survived the person on whose life such policy was issued, and such legatee or grantee shall have the same right to dispose of such policy as herein conferred on such married woman.

§ 3. This act shall take effect immediately.

THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK.

Quarterly premiums for an insurance of $1,000.

1. Life-policies, payable at death only.				2. Endowment assurance policies, payable as indicated, or at death, if prior.							3. Quarterly premiums for 10 years, to secure an endowment assurance of $1,000, payable as follows, with full participation in the surplus of the company.						
Age.	Quarterly payments for life.	Quarterly paym'ts for 10 y'rs.	Quarterly paym'ts for 5 y'rs.	Age.	In 5 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	Age.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.
25	5 28	11 28	19 58	25	58 29	17 50	12 64	9 85	8 11	6 98	25	27 54	23 30	19 98	17 40	15 41	13 92
26	5 41	11 50	19 94	26	58 32	17 53	12 68	9 90	8 16	7 04	26	27 57	23 33	20 02	17 45	15 48	14 00
27	5 55	11 72	20 32	27	58 35	17 57	12 72	9 95	8 22	7 11	27	27 60	23 37	20 06	17 50	15 55	14 09
28	5 70	11 95	20 72	28	58 38	17 61	12 76	10 00	8 28	7 18	28	27 64	23 41	20 11	17 56	15 62	14 19
29	5 85	12 20	21 13	29	58 41	17 65	12 80	10 06	8 35	7 27	29	27 67	23 45	20 16	17 62	15 70	14 30
30	6 01	12 45	21 56	30	58 44	17 70	12 86	10 12	8 42	7 36	30	27 71	23 50	20 22	17 69	15 80	14 42
31	6 19	12 72	22 01	31	58 48	17 75	12 92	10 18	8 50	7 45	31	27 76	23 55	20 28	17 77	15 90	14 55
32	6 37	12 99	22 47	32	58 52	17 80	12 98	10 25	8 59	7 56	32	27 80	23 60	20 34	17 85	16 00	14 69
33	6 57	13 28	22 95	33	58 57	17 85	13 05	10 33	8 69	7 68	33	27 85	23 66	20 41	17 94	16 12	14 85
34	6 77	13 58	23 46	34	58 62	17 91	13 12	10 42	8 80	7 81	34	27 90	23 72	20 49	18 04	16 25	15 02

35	6 99	13 89	23 98	35	58 67	17 98	13 20	10 52	8 91	7 95	35	27 96	23 79	20 57	18 15	16 40	15 20
36	7 22	14 22	24 52	36	58 72	18 05	13 28	10 62	9 04	8 10	36	28 02	23 86	20 66	18 27	16 55	15 40
37	7 47	14 55	25 09	37	58 77	18 13	13 37	10 73	9 18	8 27	37	28 09	23 93	20 76	18 40	16 72	15 62
38	7 73	14 90	25 68	38	58 83	18 22	13 47	10 86	9 33	8 46	38	28 16	24 02	20 86	18 54	16 91	15 86
39	8 00	15 28	26 29	39	58 90	18 32	13 59	11 00	9 50	8 67	39	28 24	24 11	20 98	18 70	17 12	16 12
40	8 29	15 66	26 92	40	58 97	18 42	13 72	11 15	9 70	8 89	40	28 33	24 21	21 11	18 87	17 35	16 40
41	8 60	16 06	27 58	41	59 05	18 53	13 86	11 33	9 91	.....	41	28 43	24 33	21 26	19 06	17 59	.....
42	8 94	16 48	28 27	42	59 14	18 66	14 02	11 52	10 14	.....	42	28 53	24 45	21 42	19 27	17 86	.....
43	9 29	16 92	28 98	43	59 23	18 80	14 19	11 73	10 39	.....	43	28 64	24 59	21 60	19 50	18 15	.....
44	9 66	17 38	29 72	44	59 33	18 95	14 38	11 96	10 66	.....	44	28 76	24 74	21 79	19 75	18 47	.....
45	10 06	17 86	30 48	45	59 44	19 12	14 59	12 22	10 94	.....	45	28 90	24 90	22 00	20 02	18 82	.....
46	10 49	18 36	31 28	46	59 56	19 31	14 82	12 50	.....	.....	46	29 06	25 09	22 24	20 34	.....	.....
47	10 95	18 88	32 10	47	59 69	19 52	15 08	12 80	.....	.....	47	29 23	25 30	22 50	20 67	.....	.....
48	11 43	19 43	32 96	48	59 84	19 75	15 36	13 15	.....	.....	48	29 42	25 53	22 80	21 04	.....	.....
49	11 95	20 00	33 85	49	60 00	20 01	15 68	13 52	.....	.....	49	29 63	25 78	23 12	21 44	.....	.....
50	12 50	20 61	34 77	50	60 18	20 30	16 02	13 98	.....	.....	50	29 86	26 06	23 46	21 91	.....	.....
51	13 10	21 24	35 72	51	60 39	20 61	16 40	.....	.....	.....	51	30 12	26 36	23 85	.....	.....	.....
52	13 72	21 90	36 70	52	60 61	20 95	16 82	.....	.....	.....	52	30 40	26 70	24 27	.....	.....	.....
53	14 39	22 58	37 72	53	60 85	21 34	17 29	.....	.....	.....	53	30 70	27 07	24 73	.....	.....	.....
54	15 11	23 30	38 77	54	61 10	21 75	17 80	.....	.....	.....	54	31 04	27 48	25 22	.....	.....	.....
55	15 88	24 06	39 85	55	61 40	22 22	18 35	.....	.....	.....	55	31 41	27 92	25 77	.....	.....	.....
56	16 70	24 85	40 97	56	61 72	22 72	.....	.....	.....	.....	56	31 82	28 40	.....	.....	.....	.....
57	17 57	25 68	42 12	57	62 06	23 28	.....	.....	.....	.....	57	32 27	28 94	.....	.....	.....	.....
58	18 50	26 55	43 31	58	62 44	23 89	.....	.....	.....	.....	58	32 77	29 53	.....	.....	.....	.....
59	19 50	27 47	44 54	59	62 86	24 56	.....	.....	.....	.....	59	33 31	30 16	.....	.....	.....	.....
60	20 57	28 45	45 81	60	63 31	25 31	.....	.....	.....	.....	60	33 91	30 87	.....	.....	.....	.....
61	21 72	29 48	47 12	61	63 82	.....	.....	.....	.....	.....	61	34 57	.....	.....	.....	.....	.....
62	22 94	30 56	48 48	62	64 36	.....	.....	.....	.....	.....	62	35 30	.....	.....	.....	.....	.....
63	24 26	31 71	49 89	63	64 97	.....	.....	.....	.....	.....	63	36 10	.....	.....	.....	.....	.....
64	25 67	32 94	51 35	64	65 62	.....	.....	.....	.....	.....	64	36 97	.....	.....	.....	.....	.....
65	27 18	34 24	52 86	65	66 35	.....	.....	.....	.....	.....	65	37 94	.....	.....	.....	.....	.....

N. B.—The company will issue policies on a single life, to the extent of $30,000, but, as in all other cases, only where the physical condition and family history of the applicant are entirely unexceptionable.

Established Feb. 1st, 1843.

The Mutual Life-Insurance Co. of New York offers the following peculiar advantages to persons intending to insure their lives:

The assets are larger than those of any other life-insurance company in the United States, amounting to sixty-five millions of dollars, and are exclusively cash.

The dividends have been larger in amount and in proportion to premiums paid than ever declared by any other company.

The business of this company is conducted on the mutual principle, in the strictest sense of the term; the entire surplus, deducting necessary expenses alone, being equitably divided among the assured.

The rates of premium are lower than those of the majority of other life-insurance companies, yet the dividends have been greater; the result of a very low rate of mortality among the insured, consequent on a most careful and judicious selection of lives, and a favorable rate of interest.

The mortality among its members has been proportionably less than that of any other life-insurance company in either America or Europe, whose experience has been made known—a result in the highest degree favorable to our policy-holders.

The amount insured in this company exceeds that of any other life-insurance company in the United States, thus affording greater security, the necessary law of average having more scope for operation.

The assets of the company are all cash; and being invested exclusively in bonds and mortgages on real estate (worth in each case at least double the amount loaned) and in United States and New York State stocks, the solidity and security of the company must be conceded.

Dividends annually, commencing the first year, and available either to increase the amount insured or in cash to reduce the premiums.

AN ACT for the benefit of married women in insuring the lives of their husbands, passed April 14, 1858, as amended March 28, 1862, and April 18, 1870.

The people of the State of New York, represented in senate and assembly, do enact as follows:

§ 1. It shall be lawful for any married woman, by herself, and in her name, or in the name of any third person, with his assent, as her trustee, to cause to be insured, for her sole use, the life of her husband for any definite period, or for the term of his natural life; and in case of her surviving such period or term, the sum or net amount of the insurance becoming due and payable by the terms of the insurance, shall be payable to her, to and for her own use, free from the claims of the representatives of the husband, or of any of his creditors, or any party or parties claiming by, through, or under him. But when the premium paid in any year out of the property or funds of the husband shall exceed five hundred dollars, such exemption from such claims shall not apply to so much of said premium so paid as shall be in excess of five hundred dollars, but such excess, with the interest thereon, shall inure to the benefit of his creditors.

§ 2. The amount of the insurance may be made payable, in case of the death of the wife before the period at which it becomes due, to her husband, or to his, her, or their children, for their use, as shall be provided in the policy of insurance, and to their guardian, if under age.

Do not write here.	Name of person assured. $10,000. Monroe Snyder.

Application to the Mutual Life-Insurance Company of New York, 144 & 146 Broadway.

No. of policy, 137667.
Kind of " , life, due 18 .
Date of " , 13 day of Jan., 1873.
Am't of " , $10,000.
Age of party, 53 years.

.....year ½ ann'l premium.....	$143 90
.....% extra "	$
Policy-fee.....	$
	$143 90

The above blank spaces are to be filled up only at the New York office.

VANUXEM, BATES & LAMBERT.

H. Anstice & Co., stationers, 23 Nassau street, New York.

[Cut.]

Office of the company.

BOARD OF TRUSTEES.

Frederick S. Winston,	Richard Patrick,	Martin Bates,	Herman C. Von Post,
John V. L. Pruyn,	William H. Popham,	William A. Haines,	George C. Richardson,
Robert H. McCurdy,	Samuel D. Babcock,	Seymour L. Husted,	Alexander H. Rice,
Isaac Green Pearson,	William Smith Brown,	Oliver H. Palmer,	William F. Babcock,
William Betts,	Henry A. Smythe,	Henry E. Davies,	F. Ratchford Starr,
John Wadsworth,	William E. Dodge,	Richard A. McCurdy,	Frederick H. Cossitt,
Samuel M. Cornell,	George S. Coe,	Francis Skiddy,	Lewis May,
Samuel E. Sproulls,	William M. Vermilye,	J. Elliot Condict,	Oliver Harriman,
Lucius Robinson,	John E. Develin,	James C. Holden,	Thomas Dickson.

FREDERICK S. WINSTON, *President.*
RICHARD A. McCURDY, *Vice-Pres't.*

WILLIAM H. C. BARTLETT, LL. D., *Actuary.*

JOHN M. STUART, *Secretary.* OLIVER H. PALMER, *Solicitor.*

ISAAC L. KIP, M. D.,
GUSTAVUS S. WINSTON, M. D., } *Medical Examiners.*

☞ Note carefully the name of this company, the Mutual Life-Insurance Company of New York, that it may not be confounded with others somewhat similar.

72 WIFE'S LIFE.—No. 137,667.

THE MUTUAL LIFE-INSURANCE COMPANY OF NEW YORK.

Engraving. Engraving.

Age, 53 years. [Amount, $10,000.

Quarter-annual premium, $143.90.

In consideration of the representations made to them in the application for this policy, and of the sum of one hundred and forty-three dollars and ninety cents, to them duly paid by Anna M. Snyder, wife of Monroe Snyder, and of the ¼-annual payment of a like amount on or before the thirteenth days of January, April, July, and October in every year during the continuance of this policy, do insure the life of the said Monroe Snyder, of Bethlehem, in the county of Northampton, State of Pennsylvania, for the sole use of his said wife, in the amount of ten thousand dollars, for the term of his natural life.

And the said company do hereby promise and agree to pay the amount of the said insurance, at their office in the city of New York, to the said assured, for her sole use, if living, in conformity with the statute, and if not living, to her children, or their guardian, for their use, in sixty days after due notice and proof of the death of the person whose life is hereby insured, the balance of the year's premium, if any, being first deducted therefrom.

This policy is issued, and accepted by the assured, upon the following express conditions and agreements:

1st. If the said person whose life is hereby insured shall pass or remain beyond the settled limits or the protection of the Government of the United States, (excepting into the settled limits of the British Provinces;) or north of the 50th degree of north latitude; or between the 1st of July and the 1st of November, south of the parallel of 36° 30′ of north latitude, (except between the parallel 36° 30′ and 32° of north latitude, east of the Tennessee River and the westerly line of the State of Alabama, and not less than one hundred miles west of the Atlantic coast of the United States;) or shall enter upon a voyage upon the high seas; or shall be personally engaged in blasting, mining, submarine operations, or the production of highly inflammable or explosive substances; or in working or managing a steam-engine in any capacity; or as a mariner, engineer, fireman, conductor, or laborer in any capacity upon service on any sea, sound, inlet, river, lake, or railroad; or enter any military or naval service whatsoever, (excepting into the militia when not in actual service,) without the consent of this company, in each or either of the foregoing cases, previously given in writing; or if he shall die by his own act or hand whether sane or insane, or in or in consequence of a duel, or of the violation of the laws of any nation, State, or province, or if he shall aid or abet any insurrection against the United States; or perform any labor or service, civil or military, in aid of such insurrection; or, if any of the statements or declarations made in the application for this policy, upon the faith of which this policy is issued, shall be found in any respect untrue, then and in every such case this policy shall be null and void.

2d. This company does not assume the risk of death from hostile Indians.

3d. If the said premiums shall not be paid on or before the days above mentioned for the payment thereof, at the office of the company

in the city of New York, (unless otherwise expressly agreed in writing,) or to agents when they produce receipts signed by the president or secretary, then, in every such case, the said company shall not be liable for the payment of the sum assured, or any part thereof, and this policy shall cease and determine.

4th. In every case when this policy shall cease and determine, or become or be null and void, all payments thereon shall be forfeited to this company, except that in case of the death of the insured by his own act or hand, the company will return the premiums paid.

In witness whereof the said The Mutual Life-Insurance Company of New York have, by their president and secretary, signed and delivered this contract this thirteenth day of January, one thousand eight hundred and seventy-three.

RICHARD W. McCURDY,
President.

JNO. M. STUART,
Secretary.

[Agents of the company are not authorized to make, alter, or discharge contracts or waive forfeitures.]

73 The defendant also called and examined the following witnesses:

NEWBERRY A. FULMER sworn and examined for defendant:

I am train-despatcher for the Lehigh Valley Railroad Co., at Bethlehem. I have been employed there nine years. I was there in 1867. I remember Mr. Snyder's fall in 1867. It was in the winter of 1867. I did not see him fall. I saw him a very short time afterwards, before he was picked up. I could see where he was unloading slate from a wagon to a car. It was a four-horse wagon. The fall occurred about 12 o'clock noon. He was on the car when I last saw him previous to the fall. The men who were employed by him, after he had fallen, called to me. I at once ran towards where the wagon was. When I arrived there Mr. Snyder lay senseless on the ground. I helped to raise him to a sitting position. I then requested the men who were there to carry him to my office. There was a plank laid from the wagon to the car to walk on to carry slate from the wagon to the car, and the men there did not know whether he had made a misstep and stepped off the side of the plank or the plank had tilted. They didn't know whether he struck his head
74 against the car or the wagon. I found him lying on the ground between the car and the wagon, not more than a foot from the track, and about one foot from the hub of the wagon. He lay between the car and the wagon, which were two feet apart. I saw where he was hurt. After we raised him, we examined him and found a bump on the head; the bruise was not open; the head was not cut, but there was a swelling on it. I think it was on the top of the head. I requested the men to carry him to my office. They took him to my office. I then left and did not see him until about 10 minutes afterwards, when I saw him in my office. He was in a manner coming to then. When we first found him his eyes were closed; when I saw him the second time in my office his eyes were open as though he recognised those around him, though he did not speak. I was again obliged to leave, and when I returned, it may have been 20 minutes after the fall, they were carrying him from my office to a wagon to take him home. They took him to a carriage brought there by his son. Immediately after the fall we sent to town for his son and Dr. Stout, and they were there in a very short time. The last I saw of him he was seated in the carriage ready to be taken home. His son Lewis was with him.

75 I didn't hear him say anything. Don't remember whether he was leaning against his son. He was sitting in the carriage, his son was driving. The men employed there lifted him into the carriage. When I saw the carriage leave it may have been half an hour from the time he had fallen; can't say exactly. Dr. Stout lives across the river in Old Bethlehem. Don't remember when I saw him out again after the fall. It wasn't a great while. Couldn't say whether it was a week, 10 days, or two weeks.

Cross-examined:

His eyes were open and he was sitting up when in the carriage. It was a one-seated buggy.

(To Judge Cadwallader. Don't know whether he was leaning against his son or not; he may have been for all I know. I cannot remember now.)

I don't remember whether he walked or was carried from my office to the wagon. I understood Dr. Stout was there, though I didn't see him. I don't recollect seeing the doctor in the carriage. I sent for the doctor; he is the railroad company's physician. We always send for him when anything occurs on the railroad.

76 Dr. ABRAM STOUT sworn and examined for defendants:

I live in Bethlehem and practise my profession there. I have done so since 1857. I attended Monroe Snyder in consequence of his fall in 1867. It was on the 9th of December, 1867. I found him in one of the rooms of a building belonging to the Lehigh Valley Railroad Co., lying on a settee, apparently recovering, from what I heard of the injury, from concussion of the brain. He had his eyes open and was just looking around. I am under the impression that he did not talk any at that time. I examined his head carefully and found a contusion on the top of his head, front part; there was a swelling and contusion there. Somebody had been applying something—I think it was arnica—to it, and I think they had given him whiskey. Shortly after I had examined him I was asked whether they could take him home. I agreed that he should be taken home immediately, which was done. I went up immediately afterwards and prescribed for him at his house. I arrived at his house probably half an hour afterwards or sooner. I paid him six visits altogether. The last time I merely took my bill. The first two were on the 9th; the last was on the 14th
77 of December. I met him very frequently on the street after he was out. The first time I met him I asked him how he felt. He said, pretty good, only he felt a little giddy, a little giddy in his head, as he called it. He said his head did not feel right, or something to that effect. I thought I noticed he walked rather slower when I met him after this accident, but I may be mistaken in this. I think his face was always closely shaven.

Cross-examined:

I was the regular physician of the Lehigh Valley Railroad Co. They sent for me on this occasion. I prescribed simple remedies and watched the symptoms. My object was to watch whether anything turned up and give him simple remedies in the mean time. After a few days had passed over nothing turned up, and I thought it a very trifling injury. After I had observed its effects I considered it trifling. I was afterwards and am now examining surgeon of the New York Mutual Life-Ins. Co., and was in 1872.

Q. When you examined Monroe Snyder, did you think it worth while to mention this injury in your certificate?

Ans. I did not think of it, to be frank with you, when I made out the applications.

(Application of July 9th, 1872, shown witness) and question
78 No. 13 of medical examiner's certificate read to witness. (As I read those questions to him he answered no.) If I had thought of this injury I don't think I should have put it down as a serious injury. I went to see him the day after this accident happened, and found him lying on the sofa. I am not positive whether he sat up the first or second day. He did a day or two afterwards. I am not positive whether he wanted to go out. I told him there was apparently nothing wrong, but he had better keep quiet a couple of days. I gave him nothing but cooling remedies. I may have given him a purgative, if that was necessary. I don't think I did. I don't remember whether a Sunday intervened on which I did not visit him.

Re-examined:

I very likely gave him nitre and felt his pulse. He told me when I examined him not to mention that he had his life insured, as I am frequently requested by different parties.

79 The plaintiff also called and examined the following witness:

WILLIAM CHAPMAN sworn and examined for the plaintiff:

I live at Bethlehem now. I am president of the Chapman Slate Company. I knew Monroe Snyder. I knew him intimately since 1866. He was employed about June, 1866, and continued in our employ until December, 1870. He sold slate and made collections sometimes. His principal duty was to take charge of slate sent to Bethlehem by teams, and to ship it in cars. I did not send him far off to make collections. He was a prompt and accurate business man. I heard of his getting a fall while in our employ. I was living at the quarry at Chapman Borough at the time. He was not docked of any time. He lost but little time. Up to the time he left our employ he continued to attend to his business as before. Couldn't notice that his health was affected at all by it.

Cross-examined:

He was paid a monthly salary. I think on one occasion he asked my advice about some slate stock. My advice was to sell.

Re-examined:

I think I persuaded him to sell his slate stock. He had Chapman slate stock.

80 And the defendant presented to the court certain points, on which the following instructions respectively to the jury were requested, to wit:

First. The written applications made by the insured, dated, respectively, September 18th, 1872, July 9th, 1872, and January 10th, 1873, constitute the basis of the contract of insurance; and Monroe Snyder having, in answer to that part of question No. 13 in each, which asks, "Have you ever had a disease of any other vital part," answered, "Small-pox," or "Small-pox thirty years since, none of rest;" while the testimony is uncontradicted that Monroe Snyder had a severe fall upon his head on the ninth day of December, 1867, the answer to this part of question No. 13 in the application for each of the policies sued on is untrue, and the plaintiff cannot recover on said policies.

Second. The written applications for the policies signed by Monroe

81 Snyder, the insured, on July 9th, 1872, September 18th, 1872, and January 10th, 1873, form the basis of the contract of insurance; and Monroe Snyder having, in answer to question 14 (A) in the application for each policy sued on, which is, "Have you ever had any serious illness, local disease, or personal injury; if so, of what nature?" answered, "Small-pox," or "Small-pox thirty years since;" while the testimony is uncontradicted that, on the ninth day of December, 1867, Monroe Snyder, the insured, had a severe concussion of the brain, the answers of Monroe Snyder to the said question are untrue, and the plaintiff is not entitled to recover on any of the policies sued upon.

Third. A severe fall, by which the head is struck and resulting in concussion of the brain, is a severe personal injury within the meaning of the term used in the several applications signed by the insured.

Fourth. The written applications bearing dates September 18th, 1872, July 9th, 1872, and January 10th, 1873, signed by the insured, form the basis of the contract of insurance, and the policies were issued to and accepted by the insured upon the express condition and agreement that

82 if any of the statements or declarations made in the application should be found in any respect untrue, then the policies should respectively be null and void. And Monroe Snyder, the insured, having, in answer to question No. 17 in each of said policies, which is, "How long since you were attended by a physician? For what diseases? Give name and residence of such physician;" answered, "Not for twenty years;" while the testimony is unimpeached and uncontradicted that Monroe Snyder was, in the month of December, 1867, attended several times by Dr. Abram Stout, a physician, for a severe fall upon his head, this answer is untrue, and the policies are thereby rendered void, and the plaintiffs cannot recover upon them.

And the court, in answer to the said points respectively, charged the jury as follows:

To the first: If the jury find that the fall on the head was a severe one, or that it injuriously affected any vital part, the verdict should be for the defendants.

To the second point: If the jury find that the concussion of the brain was a severe one, the verdict should be for the defendants.

To the third point: If the jury find that the fall by which the head

83 was struck was a severe one, resulting in concussion of the brain, it was a severe personal injury within the meaning of the term used in the several applications.

To the fourth point: If the fall upon the head, for which Monroe Snyder was attended by the physician, was a severe one, the answer was untrue, and the verdict should be for the defendants. So, if the jury find that the attendance of the physician was for any disease or injury within the meaning of the question, the verdict should be for the defendants.

And thereupon the counsel of the defendants did then and there except to the said charge and opinion of the court in answer to the fourth point, and inasmuch as the said charge and opinion so excepted to do not appear upon the record, the said counsel for the said defendant did then and there tender this bill of exceptions to the opinion of the said court, and requested the seal of the judge aforesaid should be put to the same, according to the form of the statute in such case made and provided. And thereupon the aforesaid judge, at the request of the said counsel for the defendant, did put his seal to this bill of exceptions, pursuant to the aforesaid statute in such case made and provided, this seventh day of May, A. D. 1874.

JOHN CADWALADER. [L. S.]

84 And afterwards, to wit, on the 14th day of September, A. D. 1874, the defendants, by their attorneys, file the following specifications of error, to wit:

THE MUTUAL LIFE-INSURANCE COMPANY of New York, plaintiff in error,
vs.
ANNA M. SNYDER, DEFENDANT IN ERROR. } No 31.

Writ of error to the circuit court of the United States for the eastern district of Pennsylvania, of October sessions, 1873.

Specifications of error.

1. The learned judge who tried the cause erred in his answer to the fourth point submitted to him by the plaintiff in error, which point was as follows:

"Fourth. The written applications bearing dates September 18th, 1872, July 9th, 1872, and January 10th, 1873, signed by the insured, form the basis of the contract of insurance, and the policies were issued to and accepted by the insured upon the express condition and
85 agreement that if any of the statements or declarations made in the application should be found in any respect untrue, then the policies should respectively be null and void; and Monroe Snyder, the insured, having, in answer to question No. 17 in each of said policies, which is, 'How long since you were attended by a physician; for what diseases? Give name and residence of such physician?' answered, 'Not for twenty years,' while the testimony is unimpeached and uncontradicted that Monroe Snyder was, in the month of December, 1867, attended several times by Dr. Abram Stout, a physician, for a severe fall upon his head; this answer is untrue, and the policies are thereby rendered void, and the plaintiffs cannot recover upon them."

And the answer of the learned judge thereto was as follows:

"If the fall upon the head for which Monroe Snyder was attended by the physician was a severe one, the answer was untrue, and the verdict should be for the defendants. So, if the jury find that the attendance of the physician was for any disease or injury within the meaning
86 of the question, the verdict should be for the defendants."

2. In qualifying his answer to the said fourth point thus, "If the fall upon the head for which Monroe Snyder was attended by the physician was a severe one, the answer was untrue, and the verdict should be for the defendants."

3. In charging the jury, in answer to the said fourth point in a manner which tended to mislead and confuse the minds of the jurors, by the use of the following language, viz: "So, if the jury find that the attendance of the physician was for any disease or injury within the meaning of the question, the verdict should be for the defendants."

4. In not answering the said fourth point simply and plainly in the affirmative.

For which reasons the defendants below and plaintiffs in error pray that the judgment entered in the said cause by the said circuit
87 court of the United States for the eastern district of Pennsylvania

may be reversed and set aside by the Supreme Court of the United States, and a venire facias de novo awarded.

WM. A. PORTER,
GEORGE W. BIDDLE,
Per S. S. B,
Counsel for the Mutual Life-Ins. Co. of New York, Plaintiff in Error, and Defendant in the said Circuit Court of the United States.

SEPTEMBER 14TH, 1874.

(Endorsed:) 31. October sessions, 1873, (in the circuit court.) The Mutual Life-Insurance Co. of New York, plaintiff in error, vs. Anna M. Snyder, defendant in error. Specifications of error. Filed 14 September, 1874.

88 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you or some of you, between Anna M. Snyder, a citizen of the State of Pennsylvania, plaintiff, and The Mutual Life-Insurance Company of New York, a corporation created by and established under the laws of the State of New York, a manifest error hath happened, to the great damage of the said The Mutual Life-Insurance Company of New York, as by their complaint appears: We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court
89 may cause further to be done herein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the said United States, at Philadelphia, this eleventh day of May, in the year of our Lord one thousand eight hundred and seventy-four, and in the ninety-eighth year of the Independence of the id United States.

[SEAL.]

SAMUEL BELL,
Clerk C. C. U. S., E. D. Pa.
Per W. GRIER HIBLER.

Allowed by

W. STRONG,
Asso. Jus. S. C. U. S.

(Indorsed:) The Mutual Life-Insurance Company of New York, plaintiff in error, vs. Anna M. Snyder, defendant in error. Writ of error.

90 UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, sct:

I, Samuel Bell, clerk, do hereby certify the foregoing to be a true and faithful copy of the record and proceedings of the circuit court of the

United States in and for the eastern district of Pennsylvania, in the third circuit, in a certain suit therein lately depending between Anna M. Snyder, plaintiff, and the Mutual Life-Insurance Company of New York, defendants.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said circuit court, at Philadelphia, this thirtieth day of September, A. D. 1874, and in the ninety-ninth year of the Independence of the United States.

[SEAL.]

SAMUEL BELL,
Clerk Circuit Court U. S. E. D. of Pa.

(Indorsement on cover:) No. 288. The Mutual Life-Insurance Company of New York, plaintiff in error, vs. Anna M. Snyder. E. Pennsylvania C. C. U. S. Filed 6th October, 1874.